

**REGULAR MEETING OF THE CITY COUNCIL
OF THE CITY OF EAST RIDGE**

**January 26, 2023
6:00 pm**

1. Call to Order
2. Invocation
3. A. Roll Call
B. Milestone Award for January 2023
4. Consent Agenda:
 - A. Approval of Minutes January 12, 2023 Council Meeting
 - B. Approval of December 2022 Financial Report
 - C. Declaration of Surplus Property
5. Communication from Citizens
6. Communication from Councilmembers
7. Communication from Interim City Manager
8. Old Business:
 - A. **ORDINANCE NO. 1179** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE FISCAL YEAR 2023 OPERATING BUDGET, ORDINANCE NO. 1155, BY CHANGING THE REVENUES AND EXPENDITURES OF VARIOUS FUNDS (2nd and final reading)
 - B. **PUBLIC HEARING FOR ORDINANCE NO. 1180** – Rezone property located at 1007 Spring Creek Road from R-1 to O-1
 - C. **ORDINANCE NO. 1180** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 1007 SPRING CREEK ROAD, TAX MAP #169C-C-009, FROM R-1 RESIDENTIAL DISTRICT TO O-1 OFFICE DISTRICT (2nd and final reading)
 - D. **ORDINANCE NO. 1181** – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE AMENDING ORDINANCE NO. 941 AS CODIFIED AT TITLE 10, ANIMAL CONTROL, OF THE EAST RIDGE CITY CODE (2nd and final reading)

9. New Business:

- A. **RESOLUTION NO. 3350** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO WAIVE THE FEE FOR USE OF THE COMMUNITY CENTER BY THE CHATTANOOGA AUTISM CENTER
- B. **RESOLUTION NO. 3351** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO APPROVE FUNDS FOR THE 50TH ANNIVERSARY CELEBRATION OF THE EAST RIDGE CITY LIBRARY
- C. **RESOLUTION NO. 3352** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE INTERIM CITY MANAGER TO APPROVE THE ATTACHED CHANGE ORDER REQUEST #1 FROM TALLEY CONSTRUCTION, INC. IN REGARD TO THE RINGGOLD ROAD MULTI-MODAL PROJECT
- D. **RESOLUTION NO. 3353** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT WITH TRUE LIFE CENTER, LLC, RELATING TO A PROJECT IN THE BORDER REGION RETAIL DEVELOPMENT DISTRICT AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO (if approved by IDB)
- E. **RESOLUTION NO. 3354** – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SERVICES FOR J. SCOTT MILLER TO BECOME CITY MANAGER OF THE CITY OF EAST RIDGE
- F. Discussion of Tentative Agenda Items for the **February 9, 2023** Council Meeting (see Attachment A)

10. Adjourn

**ATTACHMENT A
TENTATIVE AGENDA
February 9, 2023**

8. **Old Business:**

9. **New Business:**

A. **RESOLUTION NO. _____** - Concession Contract

B. **RESOLUTION NO. _____** - Notice of Intent for LPRF Grant

**MEETING OF THE CITY COUNCIL
OF THE CITY OF EAST RIDGE**

**January 12, 2023
6:00 pm**

The East Ridge City Council met pursuant to notice on January 12, 2023, 6:00 pm at East Ridge City Hall. Mayor Williams called the meeting to order.

Rev. Daniel Beard, Action Church, gave the invocation. All joined in the Pledge of Allegiance to the Flag.

Present: Mayor Williams, Vice Mayor Helton, Councilmember Cagle, Councilmember Tyler, Councilmember Witt, Interim City Manager Miller, City Attorney Litchford, and City Recorder Middleton.

Attendance: 16

Milestone Award: Mayor Williams announced the Milestone Award for November - Michael Howell with 15 years of service.

Presentation to Parade Grand Marshall: Director Skiles presented a plaque to the Grand Marshall of the 2022 East Ridge Christmas Parade, Emerson Russell.

Special Proclamation: Mayor Williams presented a proclamation to Reserve Officer Lloyd Chadwick to mark his retirement after 31 years of service to the City.

Consent Agenda:

- A. Approval of Minutes December 8, 2022 Council Meeting
- B. Approval of Minutes December 12, 2022 Inaugural and Organizational Meeting
- C. Approval of October 2022 Financial Report
- D. Approval of November 2022 Financial Report
- E. Declaration of Surplus Property

Councilmember Witt made a motion, seconded by Councilmember Cagle, to approve the Consent Agenda. Roll call vote: Vice Mayor Helton - abstain; Councilmember Cagle - yes; Councilmember Tyler - abstain; Councilmember Witt - yes; Mayor Williams - yes. Motion approved.

Communication from Citizens: None

Communication from Councilmembers:

Vice Mayor Helton, Councilmember Cagle, Councilmember Tyler, and Councilmember Witt had nothing at this time.

Mayor Williams discussed the following:

- Mayor Williams congratulated Councilmember Cagle, Councilmember Tyler, and Vice Mayor Helton on being elected to office.
- Library
 - January 17, 24, and 30 – pre-school story time.
 - January 20 – Teen Candy Olympics – dinner will be served.
 - February 3 – Valentine’s Dinner and a Movie – Call or email to register.
- Parks and Recreation:
 - Spring sports (t-ball, baseball, softball, soccer, adult softball) registration is underway. Visit the website or email Avery Gallum. Coaches are also needed.
 - The Community Center has aerobics, pickle ball, and other senior activities.

Communication from Interim City Manager:

- We advertised a Request for Qualifications (RFQ) for architects for construction of a new animal shelter.
- We also advertised a Request for Proposals (RFP) for the construction of a boardwalk and pier at the pond at Camp Jordan.
- Mr. Miller met with Talley Construction and ASA Engineering regarding the Multi-Modal project. Work has been slow because of bad weather, but they are 65% complete on the south side of Ringgold Road. When that is finished, they will move to the north side.
- Sanitation has completed their first run on leaf pickup. They are moving eastward from Seminole Drive.
- Mayor Williams thanked Mr. Miller for getting some of the barrels removed in the construction zone. The Mayor also stated that he saw some paving being done.

Old Business:

ORDINANCE NO. 1177 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 664, 678, AND 691 LAYFIELD ROAD, TAX MAP #170J-B-004.02, 004.03 AND 004.06, FROM R-1 RESIDENTIAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT (2nd and final reading) – City Attorney Litchford read on caption. Chief Building Official Howell stated this will be 6 – 10 units with a horizontal property regime, with no lot lines. Councilmember Witt made a motion, seconded by Vice Mayor Helton, to approve Ordinance No. 1177 on second and final reading. The vote was unanimous. Motion approved.

ORDINANCE NO. 1178 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED IN THE 6000 BLOCK OF GRASTON

AVENUE, TAX MAP #169C-C-001.02, FROM R-1 RESIDENTIAL DISTRICT TO R-3 RESIDENTIAL APARTMENT DISTRICT (2nd and final reading) – City Attorney Litchford read on caption. Chief Building Official Howell stated this will be 95 units and because it is in the flood area, it will have to be raised. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Ordinance No. 1178 on second and final reading. Councilmember Cagle would like to amend the motion to add a condition that the contractors not use John Arnold as an entrance to bring in dirt. City Attorney Litchford stated that rezoning relates to use of the property. He recommends that this condition is done during the permitting process and that the City put up signs to limit the tonnage of the trucks coming into the property. Councilmember Tyler asked if the City has a process to ensure that underground detention tanks are cleaned out. Mr. Howell stated that we have agreements with Hamilton County stormwater to do this. The vote was unanimous. Motion approved.

RESOLUTION NO. 3326 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO APPROVE AN APPOINTMENT BY VICE MAYOR HELTON TO THE EAST RIDGE BEER BOARD – (tabled November 10, 2022). Vice Mayor Helton made a motion, seconded by Councilmember Tyler, to remove this item from the table. The vote was unanimous. Motion approved. City Attorney Litchford read on caption. Councilmember Helton nominated Carnell Storie. Councilmember Witt made a motion, seconded by Councilmember Cagle, to approve Resolution No. 3326, appointing Carnell Storie to the Beer Board. The vote was unanimous. Motion approved.

New Business:

ORDINANCE NO. 1179 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE FISCAL YEAR 2023 OPERATING BUDGET, ORDINANCE NO. 1155, BY CHANGING THE REVENUES AND EXPENDITURES OF VARIOUS FUNDS (1st reading) – City Attorney Litchford read on caption. Finance Director Qualls explained all the amendments. Councilmember Tyler made a motion, seconded by Councilmember Witt, to approve Ordinance No. 1179 on first reading. The vote was unanimous. Motion approved.

ORDINANCE NO. 1180 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 1007 SPRING CREEK ROAD, TAX MAP #169C-C-009, FROM R-1 RESIDENTIAL DISTRICT TO O-1 OFFICE DISTRICT (1st reading) – City Attorney Litchford read on caption. Chief Building Official Howell stated this property is legal non-conforming and has always been used for office space. Councilmember Witt made a motion, seconded by Vice Mayor Helton, to approve Ordinance No. 1180 on first reading. The vote was unanimous. Motion approved.

ORDINANCE NO. 1181 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE AMENDING ORDINANCE NO. 941 AS CODIFIED AT TITLE 10, ANIMAL CONTROL, OF THE EAST RIDGE CITY CODE – City Attorney Litchford read on caption. Chief Uselton stated we removed the word “euthanized” from the ordinance and replaced it with “transferred to.” Councilmember Witt made a motion,

seconded by Vice Mayor Helton, to approve Ordinance No. 1181 on second and final reding. The vote was unanimous. Motion approved.

RESOLUTION NO. 3337 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING AN APPOINTMENT BY COUNCILMEMBER CAGLE TO THE EAST RIDGE LIBRARY BOARD – City Attorney Litchford read on caption. Councilmember Cagle appointed Linda Henson. Vice Mayor Helton made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3337, appointing Linda Henson to the Library Board. The vote was unanimous. Motion approved.

RESOLUTION NO. 3338 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING AN APPOINTMENT BY COUNCILMEMBER WITT TO THE EAST RIDGE LIBRARY BOARD – City Attorney Litchford read on caption. Councilmember Witt appointed Carolyn Tucker. Councilmember Tyler made a motion, seconded by Vice Mayor Helton, to approve Resolution No. 3338, appointing Carolyn Tucker to the Library Board. The vote was unanimous. Motion approved.

RESOLUTION NO. 3339 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE COUNCIL APPOINTMENT TO THE EAST RIDGE LIBRARY BOARD – City Attorney Litchford read on caption. Councilmember Cagle made a motion, seconded by Vice Mayor Helton, to approve Resolution No. 3339, appointing Marilyn Lowrey as the Council appointee to the Library Board. The vote was unanimous. Motion approved.

RESOLUTION NO. 3340 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO APPROVE AN APPOINTMENT BY COUNCILMEMBER WITT TO THE EAST RIDGE BEER BOARD TO FILL THE UNEXPIRED TERM OF DAVID TYLER – City Attorney Litchford read on caption. Councilmember Witt appointed Josh Walker. Councilmember Tyler made a motion, seconded by Vice Mayor Helton, to approve Resolution No. 3340, appointing Josh Walker to the Beer Board. The vote was unanimous. Motion approved.

RESOLUTION NO. 3341 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE APPOINTMENT OF THE COUNCIL APPOINTEE TO THE EAST RIDGE PLANNING COMMISSION PURSUANT TO TITLE 14, CHAPTER 1, SECTION 14-101 OF THE EAST RIDGE CITY CODE – City Attorney Litchford read on caption. Vice Mayor Helton made a motion, seconded by Councilmember Tyler, to appoint Aundie Witt as the Council appointee to the Planning Commission. Roll call vote: Vice Mayor Helton - yes; Councilmember Cagle - abstain; Councilmember Tyler - yes; Councilmember Witt - yes; Mayor Williams - yes. Motion approved.

RESOLUTION NO. 3342 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY TO ACCEPT DONATIONS FOR THE EAST RIDGE ANIMAL SHELTER – Chief Uselton announced that donations had been made to the Animal Shelter in the amount of \$1,500. Councilmember

Witt made a motion, seconded by Councilmember Cagle, to approve Resolution No. 3342. The vote was unanimous. Motion approved.

RESOLUTION NO. 3343 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY TO ACCEPT A DONATION OF A BODY ARMOR VEST FOR CODE ENFORCEMENT FROM THE CODE ENFORCEMENT OFFICER SAFETY FOUNDATION – City Attorney Litchford read on caption. Development Administrator McAllister stated a vest has been donated by the Code Enforcement Officer Safety Foundation to Code Enforcement Officer Holder at a value of approximately \$700. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3343. The vote was unanimous. Motion approved.

RESOLUTION NO. 3344 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH WALLER LANSDEN DORTCH & DAVIS, LLP TO ACT AS GOVERNMENT AFFAIRS COUNSEL TO THE CITY OF EAST RIDGE IN REGARD TO MATTERS BEFORE THE TENNESSEE GENERAL ASSEMBLY – City Attorney Litchford read on caption. Interim City Manager Miller stated this is for the services of Nicole Watson, who serves as our lobbyist in Nashville. Councilmember Cagle made a motion, seconded by Councilmember Witt, to approve Resolution No. 3344. The vote was unanimous. Motion approved.

RESOLUTION NO. 3345 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE APPROVING A CAMP JORDAN LICENSE AGREEMENT WITH SAI CONSTRUCTION, INC., BHARATI DESAI, AND AJIT DESAI – City Attorney Litchford read on caption. Mr. Litchford stated that the developers of Hummingbird Village want to build a pathway into Camp Jordan that will connect to the existing track. The agreement would be revocable if the HOA goes inactive or does not perform its duties. The pathway has to have a gate that the HOA has to lock every night and provide a key to the City. The HOA is responsible for the cost, maintenance, and upkeep of the pathway. Councilmember Witt made a motion, seconded by Councilmember Tyler, to approve Resolution No. 3345. The vote was unanimous. Motion approved.

RESOLUTION NO. 3346 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AMENDING RESOLUTION NO. 3285 IN ORDER TO PURCHASE EIGHT (8) 2023 SPORT UTILITY VEHICLES (“SUVs”) FROM LONNIE COBB FORD THROUGH THE TENNESSEE DEPARTMENT OF GENERAL SERVICES STATE-WIDE CONTRACT LISTING #209, PURSUANT TO TENNESSEE CODE ANNOTATED 12-3-1201(b) - City Attorney Litchford read on caption. Chief Uselton stated the original order for 2022 SUVs was cancelled by Ford and when the City reordered 2023 models, the price was \$3,000+ more per vehicle. Councilmember Witt made a motion, seconded by Vice Mayor Helton, to approve Resolution No. 3346. The vote was unanimous. Motion approved.

RESOLUTION NO. 3347 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO PURCHASE ONE (1) 2023 FORD INTERCEPTOR SPORT UTILITY

VEHICLE (“SUV”) HYBRID FROM LONNIE COBB FORD THROUGH THE TENNESSEE DEPARTMENT OF GENERAL SERVICES STATE-WIDE CONTRACT LISTING #209, PURSUANT TO TENNESSEE CODE ANNOTATED 12-3-1201(b) – City Attorney Litchford read on caption. Chief Uselton stated this vehicle will replace a wrecked vehicle. The City can take immediate delivery since the dealer has the vehicle on his lot. Councilmember Tyler made a motion, seconded by Vice Mayor Helton, to approve Resolution No. 3347. The vote was unanimous. Motion approved.

RESOLUTION NO. 3348 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE TO ALLOW ORC TO NEGOTIATE WITH PROPERTY OWNERS FOR THE PURCHASE OF RIGHT-OF-WAY ADJACENT TO NORTH MACK SMITH ROAD – City Attorney Litchford read on caption. Mr. Miller stated this project starts out as four lanes from Ringgold Road, transitioning down to three lanes at the Budgetel, then two lanes at the entrance to the development. There are eight parcels that we must obtain the right-of-way for in order for the project to proceed. The total amount with the contingency is \$876,800. Vice Mayor Helton made a motion, seconded by Councilmember Witt, to approve Resolution No. 3348. Mr. Miller stated he researched various Council actions from stopping in front of the Budgetel to approving buying new land that extends to the gate of the development. He would like to do away with the green median strip in order not to buy as much ROW property. Mayor Williams stated the project was approved to go to four lanes because of a traffic study that showed there could be traffic backups without them. He stated if we do not build it wide enough now, it will cost twice as much in the future. Roll call vote: Vice Mayor Helton - yes; Councilmember Cagle - no; Councilmember Tyler - yes; Councilmember Witt - yes; Mayor Williams - yes. Motion approved.

RESOLUTION NO. 3349 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE APPLICATION FOR, AND ACCEPTANCE OF, THE PUBLIC ENTITY PARTNERS PROPERTY CONSERVATION MATCHING GRANT FOR FY 2023 – City Attorney Litchford read on caption. Development Administrator McAllister stated this is an \$8,000 grant with a 50% match from the City. It will be used for extra security measures at Camp Jordan. Councilmember Witt made a motion, seconded by Councilmember Cagle, to approve Resolution No. 3349. The vote was unanimous. Motion approved.

Discussion of Tentative Agenda Items for the January 26, 2023 Council Meeting (see Attachment A)

- **Old Business:**
 - **ORDINANCE NO. 1179 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE FISCAL YEAR 2023 OPERATING BUDGET, ORDINANCE NO. 1155, BY CHANGING THE REVENUES AND EXPENDITURES OF VARIOUS FUNDS (2nd and final reading)** – No further discussion.
 - **PUBLIC HEARING FOR ORDINANCE NO. 1180** – Rezone property located at 1007 Spring Creek Road from R-1 to O-1

- **ORDINANCE NO. 1180 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 1007 SPRING CREEK ROAD, TAX MAP #169C-C-009, FROM R-1 RESIDENTIAL DISTRICT TO O-1 OFFICE DISTRICT (2nd and final reading) – No further discussion.**
- **ORDINANCE NO. 1181 – AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE AMENDING ORDINANCE NO. 941 AS CODIFIED AT TITLE 10, ANIMAL CONTROL, OF THE EAST RIDGE CITY CODE (2nd and final reading) – No further discussion.**
- **New Business:**
 - **RESOLUTION NO. ____ - Waive Fee for Chattanooga Autism Center for Use of Community Center – Director Skiles stated this is a 501-C-3 organization. They have used the center in the past and have free activities for everyone. The value of the amount to be waived is approximately \$400.**
 - **RESOLUTION NO. ____ - 50th Anniversary Event for the Library – Mr. Miller stated Patty Weaver, Head Librarian, would like to have an event with food, games, etc. to celebrate the 50th anniversary of the Library. Cost would be approximately \$1,400.**
 - Discussion of City Manager Applicants

Being no further business, the meeting was adjourned.

City of East Ridge

Summary Financial Statement of Revenues and Expenditures
Dec-22

Unaudited Spent YTD 50.00%

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
110 General Fund						
REVENUE						
31100	Property Taxes	6,250,000	732,295	721,679	11.55%	50.00%
31200	Property Taxes (Delinquent)	475,000	348,857	282,736	59.52%	50.00%
31610	Local Sales Tax - Co. Trustee	3,100,000	1,584,214	1,768,269	57.04%	50.00%
31611	Incremental State Sales Tax	4,982,000	4,871,958	6,237,367	125.20%	50.00%
31710	Wholesale Beer Tax	402,199	200,405	202,570	50.37%	50.00%
31800	State Net Allocation	250,000	21,853	44,060	17.62%	50.00%
31810	Minimum Business Licenses	5,000	1,346	5,074	101.47%	50.00%
31824	Solicitors' Permit	100	0	0	0.00%	50.00%
31827	5% State Commission	22,000	1,395	0	0.00%	50.00%
31912	* Cable TV Franchise Tax	260,000	62,112	56,970	21.91%	50.00%
31961	Liens Collected by Trustee	15,000	834	3,764	25.01%	50.00%
32120	Wrecker Licenses	350	350	100	28.57%	50.00%
32200	Alcoholic Beverage Tax	10,000	132	111,643	1116.43%	50.00%
32210	Beer Licenses & Etc.	7,000	4,827	5,586	79.81%	50.00%
32220	Liquor Licenses	6,000	4,450	3,450	57.50%	50.00%
32225	Fireworks Fees/Permits	3,000	0	0	0.00%	50.00%
32226	Annual Fireworks Permit Fee	300	0	0	0.00%	50.00%
32610	Building Permits	150,000	98,812	88,445	58.96%	50.00%
32615	Fire Preventions/Permits	2,000	950	395	19.75%	50.00%
32620	Electrical Permits	30,000	12,366	13,079	43.60%	50.00%
32630	Plumbing Permits	12,000	4,995	9,097	75.81%	50.00%
32640	Natural Gas Permits	2,000	1,112	844	42.20%	50.00%
32650	Excavating Permits (St. Opening)	2,500	1,440	4,230	169.20%	50.00%
32660	Zoning Permits	2,000	200	2,850	142.50%	50.00%
32671	Regular Sign Permits	5,000	1,295	1,565	31.30%	50.00%
32672	Temporary Sign Permits	300	300	75	25.00%	50.00%
32690	Plan Review Fees	100	0	0	0.00%	50.00%
32691	Tree Trimming Permits	100	70	0	0.00%	50.00%
32905	Other Code Enforcement Fees	20,000	18,215	26,371	131.86%	50.00%
32960	Yard Sale Permits	200	50	0	0.00%	50.00%
32990	Mechanical Permits	12,000	5,471	8,982	74.85%	50.00%
33140	ARPA Funds - Federal	3,142,492	3,142,492	3,142,492	100.00%	50.00%
33190	FEMA/TEMA FY 2021	0	0	18,280	0.00%	50.00%
33191	Direct Appropriation State of TN	5,000,000	0	5,000,000	100.00%	50.00%
33410	State Law Enforcement Education	37,600	0	0	0.00%	50.00%
33430	State Fire Service Educational Grant	20,000	0	0	0.00%	50.00%
33490	TN Cares Act (Governor's Grant)	0	246,749	0	0.00%	50.00%
33510	State Sales Tax	2,460,537	1,001,594	1,069,867	43.48%	50.00%
33511	Interstate Telecom. Sales Tax	5,000	1,761	1,291	25.83%	50.00%
33512	Sportsbetting	33,250	8,268	13,143	39.53%	50.00%
33513	Occupcity Tax	2,000	1,245	589	29.46%	50.00%
33515	State Sales Tax/Telecommunications	500	432	793	158.57%	50.00%
33520	State Income Tax	0	0	0	0.00%	50.00%
33530	** State Beer Tax	10,415	5,379	5,505	52.86%	50.00%
33540	State Mixed Drink Tax	75,000	37,425	41,246	54.99%	50.00%
33552	State-City Streets And Transportation	40,565	17,101	16,921	41.71%	50.00%
33560	Seized/Awarded by State	0	0	0	0.00%	50.00%
33591	* TVA - Gross Receipts Tax	231,985	57,717	66,630	28.72%	50.00%
33593	Corporate Excise Tax	6,000	0	0	0.00%	50.00%
34121	Clerks' Fees - Business Tax	1,500	605	1,375	91.67%	50.00%
34211	Accident Report Charges	1,000	627	1,754	175.40%	50.00%

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
34212	Driver Licenses Reinstatement Fee	2,000	1,500	605	30.25%	50.00%
34221	Ridgeside Fire Service Contract	112,119	53,904	46,357	41.35%	50.00%
34231	Police Services	0	8,876	0	0.00%	50.00%
34314	Mowing	9,800	0	0	0.00%	50.00%
34500	Donations - New Animal Shelter	2,500	3,270	3,355	134.20%	50.00%
34510	Donations - Dog Park	0	0	0	0.00%	50.00%
34515	Rabies & Spay/Neuter Cert.	500	30	0	0.00%	50.00%
34516	Registration	1,000	115	65	6.50%	50.00%
34517	Adoption	3,000	1,875	185	6.17%	50.00%
34518	Board & Impound Fees	1,000	195	0	0.00%	50.00%
34520	A/S Donations-Designated	2,500	2,590	500	20.00%	50.00%
34641	Indoor Soccer Income	135,000	127,754	139,814	103.57%	50.00%
34642	Community Center Income	18,000	8,995	20,138	111.88%	50.00%
34643	Outdoor Soccer Fees	60,000	28,060	29,145	48.58%	50.00%
34644	Baseball Fees	25,000	7,402	10,975	43.90%	50.00%
34645	Softball Fees	19,500	9,175	7,858	40.29%	50.00%
34646	Gate	12,000	5,880	17,911	149.26%	50.00%
34647	McBrien Indoor Facility	0	150	0	0.00%	50.00%
34648	Adult League - Softball	35,000	21,326	13,400	38.29%	50.00%
34649	Concerts/Events - Camp Jordan	10,000	27,649	2,850	28.50%	50.00%
34651	Multi-Purpose Building (Arena)	115,000	57,825	84,081	73.11%	50.00%
34652	Pavilion Rental	15,000	8,405	5,175	34.50%	50.00%
34653	Track Rental	3,500	910	78	2.21%	50.00%
34654	Field Rental	85,000	26,193	21,869	25.73%	50.00%
34655	Amphitheater	5,000	2,350	10,500	210.00%	50.00%
34656	Concessions	40,000	23,990	22,363	55.91%	50.00%
34657	Overnight - Rv Rental	18,000	9,760	13,545	75.25%	50.00%
34658	Tournament Team Fees	1,500	0	0	0.00%	50.00%
34712	Sponsorship/Parks & Rec	5,000	0	1,500	30.00%	50.00%
34720	Football Gate	5,000	4,733	0	0.00%	50.00%
34751	Basketball Gate	15,000	1,361	2,815	18.77%	50.00%
34741	Adult Basketball Fees	0	0	0	0.00%	50.00%
34742	Basketball Player Fees	13,000	16,619	15,730	121.00%	50.00%
34743	Football Player Fees	6,610	6,325	10,090	152.65%	50.00%
34744	Photography	1,200	909	679	56.57%	50.00%
34745	Vending/Concessions	5,000	4,296	4,027	80.54%	50.00%
34746	Cheerleading	2,675	2,675	1,608	60.09%	50.00%
34747	Rent-Arena Equipment	37,000	25,247	0	0.00%	50.00%
34749	Soccer Field Rentals	75,000	8,648	39,195	51.91%	50.00%
34760	Library Charges	1,200	262	647	53.88%	50.00%
34761	Library - Copies	1,500	289	273	18.18%	50.00%
34794	Community Center M. Fee	1,000	0	390	39.00%	50.00%
35100	Municipal Court Fines & Costs	400,000	215,478	178,667	44.67%	50.00%
35120	Public Defender Fees	500	925	25	5.00%	50.00%
35150	Diversion Filing	300	0	0	0.00%	50.00%
36100	Interest Earnings	3,000	703	4,289	142.96%	50.00%
36211	Rent - Cell Tower	10,792	6,462	6,462	59.88%	50.00%
36310	Sale of Land	250,000	0	250,000	100.00%	50.00%
36330	Sale Of Equipment	25,000	39,172	8,047	32.19%	50.00%
36350	Insurance Recoveries	75,000	183,447	42,500	56.67%	50.00%
36724	Settlements (Lawsuits)	0	0	0	0.00%	50.00%
36901	Pipes/Culverts	4,000	2,709	1,245	31.11%	50.00%
36902	Repayment - Damages- Traffic Device	0	100	0	0.00%	50.00%
36903	Christmas Parade	400	310	645	161.25%	50.00%
36905	Designated Police-Sale of Vehicles	0	6,390	7,258	0.00%	50.00%
36932	Proceeds - Loan/Lease Purchase	0	696,079	0	0.00%	50.00%
36990	Miscellaneous Revenues	20,000	20,495	22,682	113.41%	50.00%

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
36992	Hamilton County	0	0	0	0.00%	50.00%
37200	AHO - Fines/Court Costs	3,000	1,100	300	10.00%	50.00%
	Use of Fund Balance	0	0		0.00%	50.00%
	Total Revenues	28,787,089	14,184,611	20,028,927	69.58%	50.00%
EXPENDITURES						
41000	General Government	1,137,661	852,248	766,817	67.40%	50.00%
41100	Administrative	1,159,036	529,418	562,587	48.54%	50.00%
41111	City Council	124,099	73,612	49,234	39.67%	50.00%
41210	Municipal Court	426,536	191,827	195,867	45.92%	50.00%
41520	City Attorney	122,075	57,552	74,488	61.02%	50.00%
41800	Buildings & Grounds Maintenance	337,552	123,415	160,810	47.64%	50.00%
41900	City Hall Complex	43,103	22,991	23,673	54.92%	50.00%
42100	Police	2,333,227	1,417,375	1,228,132	52.64%	50.00%
42121	Criminal Investigation	797,124	361,438	392,908	49.29%	50.00%
42123	Patrol	2,488,872	1,304,329	1,115,976	44.84%	50.00%
42125	Traffic Division	321,204	73,395	83,799	26.09%	50.00%
42200	Fire Department	2,822,096	2,378,651	1,382,485	48.99%	50.00%
42400	Building/Planning/Zoning	669,033	308,687	284,119	42.47%	50.00%
43110	Highway And Street	526,543	195,112	226,362	42.99%	50.00%
43120	Traffic Control & Street Markers	340,053	137,750	162,011	47.64%	50.00%
43150	Grants	0	0	0	0.00%	50.00%
43170	Transfer Station/Brush Pit/Fleet	9,300	4,749	4,564	49.08%	50.00%
44140	Animal Control	352,642	144,394	157,743	44.73%	50.00%
44410	Parks and Recreation	898,298	437,299	441,588	49.16%	50.00%
44420	Multi-Purpose Recreation Bldg	241,853	122,252	126,221	52.19%	50.00%
44430	Community Center	237,504	81,094	75,201	31.66%	50.00%
44450	McBrien Complex	11,000	5,039	620	5.64%	50.00%
44610	Soccer - Recreation	52,900	14,396	18,507	34.98%	50.00%
44620	Soccer - Indoor	64,750	20,357	34,617	53.46%	50.00%
44630	Baseball/Softball	59,400	18,221	30,943	52.09%	50.00%
44640	Football/Cheer	10,450	10,785	13,470	128.90%	50.00%
44650	Adult Softball	34,200	22,126	14,902	43.57%	50.00%
44700	Basketball	14,750	9,533	2,677	18.15%	50.00%
44710	Adult Basketball	0	3,717	0	0.00%	50.00%
44800	Libraries	281,016	122,969	129,839	46.20%	50.00%
44810	History Museum	400	120	568	141.99%	50.00%
46500	Community Development Programs	5,000	4,298	5,295	105.90%	50.00%
43530	Transfer to ARPA Fund	3,142,192	0	0	0.00%	50.00%
47200	Economic Development	8,850,915	2,567,240	7,387,863	83.47%	50.00%
49100	Debt Service	497,305	0	0	0.00%	50.00%
49400	Capital Projects - Transfer Out	375,000	0	375,000	100.00%	50.00%
	Total Expenditures	28,787,089	11,616,387	15,528,885	53.94%	
Total	## General Fund	0	2,568,704	4,501,172		

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
121 State Street Aid						
REVENUE						
33450	State Grant - TIP Funds	448,996	0	3,161	0.69%	50.00%
33460	State Grant - HIP Funds	279,766	0	4,669	1.67%	50.00%
33550	2017 Gas Tax Improve	175,000	119,930	85,059	48.61%	50.00%
33551	State Gasoline And Motor Fuel Tax	570,000	274,091	250,401	43.93%	50.00%
36100	Interest Earnings	100	56	89	89.01%	50.00%
36330	Sale of Equipment	0	1,440	0	0.00%	50.00%
	Use of Fund Balance	0	0	0	0.00%	50.00%
	Total Revenues and Other Sources	1,887,040	395,517	343,379	23.29%	50.00%
EXPENDITURES						
43190	State Street Aid	1,887,040	143,967	131,592	7.62%	50.00%
	Total Expenditures	1,887,040	143,967	131,592	7.62%	50.00%
Total ## State Street Aid Fund		0	251,550	211,733		

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
122 Grant Fund						
REVENUE						
33109	CSX Transportation Grant - 2022	25,000	0	25,000	100.00%	50.00%
33114	TML Driver Safety Grant	4,000	0	0	0.00%	50.00%
33425	Aquatic Stream Clean Grant	1,000	0	0	0.00%	50.00%
33493	TML Safety Grant	3,000	0	0	0.00%	50.00%
36100	Interest Earnings	0	11	10	0.00%	50.00%
36420	Police Traffic Safety Grant	13,500	8,818	0	0.00%	50.00%
36421	TN AM Grants	0	1,000	0	0.00%	50.00%
36422	Target Grant	1,000	0	0	0.00%	50.00%
36423	Maddie's Fund	0	0	0	0.00%	50.00%
36424	Governor's Grant	0	0	0	0.00%	50.00%
36425	DOJ Covid 19 Grant	0	0	0	0.00%	50.00%
36426	TN Cares Grant - Library	0	0	0	0.00%	50.00%
36427	Covid-19 Homeland Security	0	0	0	0.00%	50.00%
36711	Safety Conservation Grant	4,000	0	0	0.00%	50.00%
36920	THS089-Police	0	2,522	1,120	0.00%	50.00%
36921	Homeland Security - Police	0	0	0	0.00%	50.00%
36922	Homeland Security - Fire	0	0	0	0.00%	50.00%
36925	BYRNE Grants - DOJ	0	0	0	0.00%	50.00%
36962	Operating Transfers-Capital Projects	17,000	0	0	0.00%	50.00%
	Use of Fund Balance	0	350,334	2,491	0.00%	50.00%
	Total Revenues and Other Sources	68,500	362,685	28,621	38.15%	50.00%
EXPENDITURES						
41000	General Government	0	0	0	0.00%	50.00%
43150	Grants	68,500	362,685	28,621	41.78%	50.00%
	Total Expenditures	68,200	362,685	28,621	41.78%	50.00%
Total	## Grant Fund	0	0	0		

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
127 Drug Investigation Fund						
REVENUE						
33197	Federal/State Grants	10,000	10,988	0	0.00%	50.00%
33560	Seized/Awarded by State	35,000	34,838	38,544	110.13%	50.00%
35200	Drug Fines	20,000	8,117	14,433	76.16%	50.00%
35400	Sale of Confiscated Property	0	500	0	0.00%	50.00%
	Use of Fund Balance	0	21,052	0	0.00%	50.00%
	Total Revenues and Other Sources	65,000	75,495	52,977	81.50%	50.00%
EXPENDITURES						
42129	Drug Investigation and Control	65,000	75,495	1,724	2.65%	50.00%
	Total Expenditures	65,000	75,495	1,724	2.65%	50.00%
Total ##	Drug Investigation Fund	0	0	51,253		

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
130 Economic Development Fund						
REVENUE						
31611	Incremental State Sales Tax Revenue	4,389,999	2,523,468	3,669,829	83.60%	50.00%
	Interest Earnings	0	13	7	0.00%	50.00%
	Transfer In	0	0	0	0.00%	50.00%
	Use of Fund Balance	0	174,261	155,000	0.00%	50.00%
	Total Revenues and Other Sources	4,389,999	2,697,742	3,824,836	83.60%	50.00%
EXPENDITURES						
	Economic Development	3,794,826	2,697,742	3,824,836	100.79%	50.00%
	Debt Payment	595,173	0	0	0.00%	50.00%
	Total Expenditures	4,389,999	2,697,742	3,824,836	87.13%	50.00%
Total	## Economic Development Fund	0	9	0		

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
131 Solid Waste Fund						
REVENUE						
33190	FEMA/TEMA 2021	0	0	0	0.00%	50.00%
34416	Special Assessment - Garbage	1,522,618	182,870	187,445	12.31%	50.00%
34418	Extra Cans	1,500	940	1,050	55.00%	50.00%
34420	Dumpster Rentals	6,000	1,738	1,906	31.77%	50.00%
34421	Recycling Rev	0	0	0	0.00%	50.00%
34422	Recycling - Transfer Station	1,600	2,331	1,853	115.84%	50.00%
34426	Sale Of Mulch	3,000	40	54	1.80%	50.00%
34430	Refuse Collection And Disposal	5,000	1,532	495	8.29%	50.00%
36330	Sale of Equipment	5,000	0	0	0.00%	50.00%
36350	Insurance Recoveries	0	0	0	0.00%	50.00%
	Use of Fund Balance	448,533	410,258	1,090,933	0.00%	50.00%
	Total Revenues and Other Sources	1,993,251	599,708	1,283,736	12.41%	50.00%
EXPENDITURES						
43200	Solid Waste	1,993,251	599,708	1,283,736	64.40%	50.00%
	Total Expenditures	1,993,251	599,708	1,283,736	64.40%	50.00%
Total	## Solid Waste Fund	0	0	0		

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
212 TML Loan Fund						
REVENUE						
31920	Room Occupancy Tax	600,000	317,146	302,403	50.40%	50.00%
36100	Interest Earnings	500	380	16,406	3281.16%	50.00%
37940	Transfer In	771,475	0	0	0.00%	50.00%
	Use of Fund Balance	0	64,057	7,029	0.00%	50.00%
	Total Revenues and Other Sources	1,371,975	381,582	325,838	23.24%	50.00%
EXPENDITURES						
49100	CJ Parkway Streetscape	0	0	0	0.00%	50.00%
49110	Camp Jordan - Phase One - 2019	0	0	0	0.00%	50.00%
49111	Camp Jordan - Phase Two - 2020	144,872	115,357	124,590	86.00%	50.00%
49114	Refunding Bond Issue - 2021	835,963	99,352	97,981	11.72%	50.00%
49200	2004 - Camp Jordan/Fire Station 2	0	0	0	0.00%	50.00%
49300	2015 - BAN Conversion	0	0	0	0.00%	50.00%
49310	2015 - Exit One/Capital Projects	0	68,663	67,875	0.00%	50.00%
49320	2017 - Exit One - I75	313,330	0	0	0.00%	50.00%
49410	Public Safety - Capital Outlay Note	66,910	67,249	0	0.00%	50.00%
49411	Public Safety - Capital Outlay Note	35,924	962	0	0.00%	50.00%
49412	Public Safety - Capital Outlay Note	30,000	30,000	30,000	100.00%	50.00%
49420	Public Works - Capital Outlay Note	106,150	0	5,392	5.08%	50.00%
	Total Expenditures	1,533,149	381,582	325,838	21.25%	50.00%
Total ## TML Loan Fund		-81,169	0	0		

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
341 Capital Projects Fund						
REVENUE						
33113	LPRF 2018 - Pioneer Playground	0	33,924	0	0.00%	50.00%
33120	TDOT 2015 Multi Modal Grant	2,000,000	0	0	0.00%	50.00%
33123	Dog Dash Grant	0	0	0	0.00%	50.00%
34510	Dog Park Donations	0	5,450	0	0.00%	50.00%
36421	TN American Water Grant	250,000	0	250,000	100.00%	50.00%
36915	Bond Proceeds	10,000,000	664,713	784,286	7.84%	50.00%
37940	Operating Transfers - Other Funds	375,000	451,968	375,000	100.00%	50.00%
	Use of Fund Balance	388,341	972,556	614,421	0.00%	50.00%
	Total Revenues and Other Sources	13,013,341	2,128,611	2,023,707	11.16%	50.00%
EXPENDITURES						
41100	Administrative	60,000	67	0	0.00%	50.00%
41800	Bldg & Grounds/Maintenance	338,341	79,971	13,900	4.11%	50.00%
43110	Highway And Street	5,000,000	18,646	1,852,089	37.04%	50.00%
43121	North Mack Smith Road	6,500,000	282,707	101,826	0.45%	50.00%
43122	Resurfacing Projects	0	230,370	5,288	0.00%	50.00%
44410	Parks & Recreation	75,000	600,274	18,498	24.66%	50.00%
44421	Splash Pad/Playground	0	910,449	0	0.00%	50.00%
44423	Dog Park - Town Center	0	6,127	0	0.00%	50.00%
44424	Animal Shelter Building	740,000	0	0	0.00%	50.00%
44425	Dickert Pond Boardwalk & Pier	250,000	0	2,200	0.00%	50.00%
47200	Economic Development	50,000	0	29,906	59.81%	50.00%
	Total Expenditures	13,013,341	2,128,611	2,023,707	13.37%	50.00%
Total	## Capital Projects Fund	0	0	0		

FISCAL YEAR ENDING JUNE 30, 2023		Year-To-Date by Amount			Variance	
Account	Description	BUDGET	FY 2022	FY 2023	YTD	Avg Yr %
410	ARPA FUND					
REVENUE						
37940	Transfer In	3,142,492		0	0.00%	50.00%
	Use of Fund Balance	0	0	220,847	0.00%	50.00%
	Total Revenues and Other Sources	0	0	220,847	0.00%	50.00%
EXPENDITURES						
43110	Highway And Street	0	0	0	0.00%	50.00%
46490	Stormwater Projects - Ringgold Road	3,142,492	0	220,847	7.03%	50.00%
	Total Expenditures	3,142,492	0	220,847	7.03%	50.00%
Total	## Capital Projects Fund	0	0	0		

SURPLUS ITEMS

DEPARTMENT: Fire Department

DATE: 1/17/2023

QTY	DESCRIPTION (Make, Model, Year if vehicle)	SERIAL#/ OR VIN#	CITY INV #	REASON FOR SURPLUS
1	Sterling gas powered bay heater	N\A	N\A	Part of the old station 2 left as spare, not in use.
2	HVAC split unit, indoor	AOF5984684\AOF5387980	N\A	Part of the old station 2 left as spare, not in use.
2	York exterior AC condensers	WDG5583722\WDN5592182	N\A	Part of the old station 2 left as spare, not in use.
1	Payne HVAC Package Unit	4303641333	N\A	Stored in McBrien, not in use.
4	Overhead Door Bay garage doors, openers, and hardware	JST501	N\A	Part of the old station 2 left as spare, not in use.
13	Glass windows with frames	N\A	N\A	Part of the old station 2 left as spare, not in use.
1	Black fencing and gates	N\A	N\A	Part of the old station 2 left as spare, not in use.
1	Sheet metal and I beams	N\A	N\A	Part of the old station 2 left as spare, not in use.
1	Land Tamer II Amphibious Vehicle	PFMLTKII81-1032906	N\A	In disrepair/out of service for years. Parts unavailable.
30	Motorola XTS 2500 portable radios w\charger	See list	See list	Obsolete
7	MCS 2000 Motorola mobile radio	See List	See list	Obsolete
10	Radius mobile radios	See List	See list	Obsolete
5	Radius GM 300 mobile radios	See List	See list	Obsolete
1	Motorola XLT 2500	See List	See list	Obsolete
1	Maxton Mobile Radio	See list	See list	Obsolete
1	Code 3 3930 Mobile Radio	See list	See list	Obsolete
1	CDMI 250 Mobile Radio	See list	See list	Obsolete

**Items valued at \$500 or less when purchased do not need to be declared surplus. **



City of East Ridge

1517 Tombras Avenue
East Ridge, Tennessee 37412
(423)867-7711 • www.eastridgetn.gov

Finance Department
Diane Qualls, Director, CMFO

ORDINANCE NO. 1179

MEMO

TO: Mayor, City Council & City Manager

FROM: Diane Qualls, CMFO

DATE: 01/05/2023

RE: Budget Amendment

This budget amendment is for the following items:

- **General Government**
 - Increase to offset the additional costs of our workers' compensation insurance after actual earnings were audited.
 - Increased cost of our property liability insurance due to increased replacement values.
 - Additional costs for our computer/network support due to not filling a position.
- **Police Administration**
 - Increase due to the original vehicle order being cancelled because of Ford's time frame and the difference in the costs of 2023 vehicles versus 2022 vehicles.
 - Vehicle replacement for wrecked 2016 Dodge - The city received \$11,650.00 from our insurance carrier for this vehicle. Chief Uselton has submitted a request for replacement. Additional cost is included in the amendment.
- **Capital Projects Fund**
 - Increase for the change order on the Multi Modal project. Approved in Resolution No. 3335.

ORDINANCE NO. 1179

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE FISCAL YEAR 2023 OPERATING BUDGET, ORDINANCE NO. 1155, BY CHANGING THE REVENUES AND EXPENDITURES OF VARIOUS FUNDS

WHEREAS, Ordinance No. 1155 provided for the revenue for the City of East Ridge, Tennessee, for the fiscal year July 1, 2022 to June 30, 2023 and appropriated such revenue for the payment of expenses of the municipal government, and made certain other provisions with respect to the financial operation of the City of East Ridge, and

WHEREAS, it is necessary and appropriate that said Ordinance No. 1155 be amended by changing the revenues and expenditures of various funds; and

WHEREAS, T.C.A. §6-56-208 allows the governing body of a municipality to amend the annual budget ordinance in the same manner as any other ordinance may be amended; and

WHEREAS, the Council finds that the proposed budget amendment is for legitimate municipal purposes and consistent with applicable law; and

WHEREAS, the Council has general authority to adopt an ordinance relative to the management and control of the finances of the municipality that is for the good of the government, protection of its citizens, and necessary and proper for carrying out the power granted to the Council pursuant to applicable law.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE that pursuant to the Municipal Budget Law of 1982, as amended and codified at Tennessee Code Annotated §6-56-201 et seq., Ordinance No. 1155 is and the same hereby shall be amended as follows:

General Fund	Budget	Amendment	Final
Revenues			
Incentive Sales Tax	4,982,000	203,500	5,185,500
Total Budget (Amended)	28,787,089	203,500	28,990,589
Expenditures			
General Government	1,137,661	128,000	1,265,661
Police – Admin	2,333,227	75,500	2,405,727
Total Budget (Amended)	28,787,089	203,500	28,990,589

Capital Projects Fund	Budget	Amendment	Final
Revenues			
Use of Fund Balance	388,341	368,000	756,341
Total Budget (Amended)	13,013,341	368,000	13,381,341
Expenditures			
Multi – Modal Project	5,000,000	368,000	5,368,000
Total Budget (Amended)	13,013,341	368,000	13,381,341

BE IT FURTHER ORDAINED, that to the extent required, a true and correct copy of this ordinance showing the approved budget amendments shall be filed with the applicable agency or entity as required by law.

BE IT FURTHER ORDAINED, that if any section, clause, provision, or portion of this Ordinance is held to be invalid or unconstitutional by any Court of competent jurisdiction, such holdings shall not affect any other section, clause, provision, or portion of this Ordinance.

BE IT FURTHER AND FINALLY ORDAINED, that this Ordinance take effect immediately after its passage, the public welfare of the City requiring it.

Approved on first reading _____

Approved on second reading _____

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, Interim City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney



City of East Ridge

1517 Tombras Avenue
East Ridge, Tennessee 37412
(423)867-7711 • www.eastridgetn.gov

Department of Building and Codes

ORDINANCE NO. 1180

AGENDA MEMORANDUM

TO: Mayor, Council; Interim City Manager

FROM: Michael Howell

SUBJECT: Rezone 1007 Spring Creek Road

DATE: January 5, 2023

On January 4, 2023, Aaron Dixon, AWD Holdings petitioned the East Ridge Planning Commission to rezone the property located at 1007 Spring Creek Rd tax map # 169C-C-009 from R-1 Residential District to O-1 Office District.

The East Ridge Planning Commission approved the request to rezone. Aaron Dixon, AWD Holdings has requested the rezoning case move forward to the city council for review.

ORDINANCE NO. 1180

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, TO AMEND THE ZONING REGULATIONS AND THE ZONING MAP OF THE CITY OF EAST RIDGE, TENNESSEE SO AS TO REZONE THE PROPERTY LOCATED AT 1007 SPRING CREEK ROAD, TAX MAP #169C-C-009, FROM R-1 RESIDENTIAL DISTRICT TO O-1 OFFICE DISTRICT

WHEREAS, Aaron Dixon, representing AWD Holdings, has petitioned the East Ridge Planning Commission to recommend to the Mayor and Councilmembers of the City of East Ridge, Tennessee, the rezoning of property located at 1007 Spring Creek Road, Tax Map #169C-C-009, from R-1 Residential District to O-1 Office District. The property is more particularly described as follows:

An unplatted tract of land located at 1007 Spring Creek Road being the property described in Deed Book 12852, Page 824, ROHC. Tax Map 169C-C-009

WHEREAS, the East Ridge Planning Commission held a public hearing on this petition on January 4, 2023, where it reviewed the rezoning request and heard and considered all statements concerning the petition; and

WHEREAS, the East Ridge Planning Commission, by motion, recommended approval of the rezoning petition on January 4, 2023; and

WHEREAS, the applicant has been properly advertised in a paper of general circulation in the City of East Ridge that he will make application to the City Council of the City of East Ridge to request approval of the rezoning; and

WHEREAS, notices of the public hearing before the City Council of the City of East Ridge have been served upon all property owners in the City within a distance of 300 feet from the affected property; and

WHEREAS, the East Ridge City Council held a public hearing on January 26, 2023 at which time all interested parties were given an opportunity to be heard.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, as follows:

Section 1. That the zoning regulations and the zoning map of the City of East Ridge, Tennessee, be and the same hereby are amended to rezone the property located at 1007 Spring Creek Road, Tax Map #169C-C-009, from R-1 Residential District to O-1 Office District, for uses consistent with such zoning.

BE IT FURTHER ORDAINED, that this ordinance shall take effect immediately after its passage, the public welfare of the City requiring it.

Approved on First Reading _____, 2023

Approved on Second Reading _____, 2023

Brian W. Williams, Mayor

ATTEST:

J. Scott Miller, Interim City Manager

APPROVED AS TO FORM:

Mark W. Litchford, City Attorney



CASE NUMBER: 2023-0002		Date Submitted: 11/17/2022			
<i>Sections 1-7 below to be filled out by Applicant- RPA staff will assist if needed</i>					
1 Applicant Request					
Rezoned From: R-1		Rezoned To: O-1	Total acres in request area: 0.64		
2 Property Information					
Property Address: 1007 Spring Creek Rd		Property Tax Map Number: 169C-C-009			
3 Proposed Development					
Reason for request/Project description:	Current Office Building is Zoned R-1. To rezone it to the correct zone				
4 Site Characteristics					
Current Use:	Office Building				
Adjacent Uses:	Residential and Offices				
5 Applicant Information					
Name: AWD Holdings – Aaron Dixon					
Address (street, city, state, zip): 1007 Spring Creek Rd, Chattanooga, TN 37412					
Phone:		Email: adixon@insadvisorstn.com			
Primary Contact (if different than applicant information):					
Address (street, city, state, zip):					
Phone:		Email:			
x	← If the Applicants Information is the same as the Property Owners, please check the box to the left.				
6 Property Owner Information Only fill out this section if applicant is <u>not</u> the property owner. RPA requires a signed Owner Authorization form from the property owner. Property Owner Authorization Forms are available through the RPA.					
Name					
Address (street, city, state, zip)					
Phone:		Email:			
7 Applicant Signature and Consent					
By signing below, I verify that am the property owner, or have been authorized to act as an agent on behalf of the applicant or owner. I have read and understand the information provided in the RPA Application Policy, and agree to adhere to the policies of the RPA and responsibilities of the applicant as outlined.					
Signature: See Submitted Application		Date:			
Office Use Only:					
Checklist					
x	Application	x	Site Plan	x	Ownership Authorization
x	Property Cards	x	Deeds	x	Plats
x	Application Fee: \$635	Cash	x	Credit	Check
x	Notice signs	Number of notice signs: 3			
Municipality: East Ridge		Planning District: 6		Neighborhood: None	
County Commission District: 8			City Council District: 0		
PC meeting date: East Ridge			Application processed by: Jennifer Ware		
Staff Recommendation :		PC Action/Date:		Legislative Action/Date/Ordinance:	

AWD Holdings, LLC, is respectfully requesting rezoning for the address: 1007 Spring Creek Rd East Ridge, TN 37412. When purchasing the property, we incorrectly assumed it was a commercial property, due to the fact it was previously a doctor's office. Additionally, neither our realtor, title company or contractor, knew or informed us that the building was not commercially zoned. We did not find out until we applied for our sign permit, at which point we were informed that we could not put up a sign because we are zoned Residential.

**Chattanooga-Hamilton County Regional Planning Agency
PLANNING COMMISSION STAFF REPORT**

CASE NUMBER: 2023-0002 **APPLICANT:** AWD Holdings – Aaron Dixon **PROPERTY OWNER:** AWD Holdings – Aaron Dixon

PROPERTY ADDRESS: 1007 Spring Creek Road **TAX MAP PARCEL ID:** 169C-C-009 **JURISDICTION:** East Ridge

SIZE OF PROPERTY: 0.64 acres **REQUEST:** Rezone from R-1 to O-1

REASON FOR REQUEST/PROPOSED USE: A request to rezone from R-1 Residential District to O-1 Office District to operate an insurance office and install a sign for the business.

PROPERTY DESCRIPTION

EXISTING LAND USE Vacant Office	SURROUNDING LAND USES <u>North:</u> Church <u>East:</u> Single-Family Residential/Medical Office <u>South:</u> Duplex/Medical Office <u>West:</u> Vacant Commercial/Residential	ACCESS John Arnold Avenue
TRANSPORTATION Spring Creek Road is a minor arterial. John Arnold Avenue is a local road.	PROPOSED RESIDENTIAL DENSITY N/A	ADJACENT RESIDENTIAL DENSITY 13.33 du/ac
		NATURAL RESOURCES A portion of the site is in the 500-year floodplain.

ZONING

- ZONING HISTORY**
- There is no recent zoning history for the site.
 - MR 2022-0194, a request to abandon a ROW in the 9000 Block of Peck Drive approximately 472' to the north of the site. The request was approved by East Ridge City Council through ordinance # 1174.
 - Case 2022-0246, a request to rezone an unaddressed parcel in the 6000 Block of Graston Avenue (approximately 155' to the west) from R-1 to R-3 to construct a multi-family development. The case has not been heard by City Council at this time.

ZONE DISTRICT COMPATIBILITY	USE	CURRENT R-1 ZONE	PROPOSED O-1 ZONE
	Single-Family Residential	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> (when incidental to another allowed use)
	Multi-Family Residential	<input type="checkbox"/>	<input checked="" type="checkbox"/> (when incidental to another allowed use)
	Commercial	<input type="checkbox"/>	<input checked="" type="checkbox"/> (limited)
	Office	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Institutional	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Lodging	<input type="checkbox"/>	<input type="checkbox"/>
DEVELOPMENT STANDARDS		CURRENT R-1 ZONE	PROPOSED O-1 ZONE
	Lot Size	10,000 sf	N/A
	Setbacks	Front: 25' Side: 10' Rear: 25'	Front: 25' Side: 10' against residential district Rear: 25' against residential district

Building Height

2 ½ stories or 35' except that a building may exceed these requirements provided that for every one foot of additional height over thirty-five the building shall be set back one additional foot from all property lines

2 ½ stories or 35' except that a building may exceed these requirements provided that for every one foot of additional height over thirty-five the building shall be set back one additional foot from all property lines

DISCUSSION OF STAFF RECOMMENDATION

Yes No See Comments

COMPATIBILITY WITH ADJACENT LAND USES

The surrounding land uses are a mix of office, medical services, a church, single-family residential, and duplexes. The proposed office use is compatible with the surrounding office uses in the area. The space had been previously used as an office but does not currently have the correct zoning to allow an office use to continue operating.

Yes No See
Comments

COMPATABILITY WITH DEVELOPMENT FORM

The surrounding development form is a mix of small office uses with parking, larger medical facilities with associated parking, a church, and single-family and duplexes on smaller, suburban lots with front loaded parking.

Yes No See
Comments

CONCERNS REGARDING LOCATION, LIGHTING, OR HEIGHT

There are no concerns with location, lighting, or height. The existing building has been used as an office previously.

2023-0002 Rezoning from R-1 to O-1



2023-0002 Rezoning from R-1 to O-1



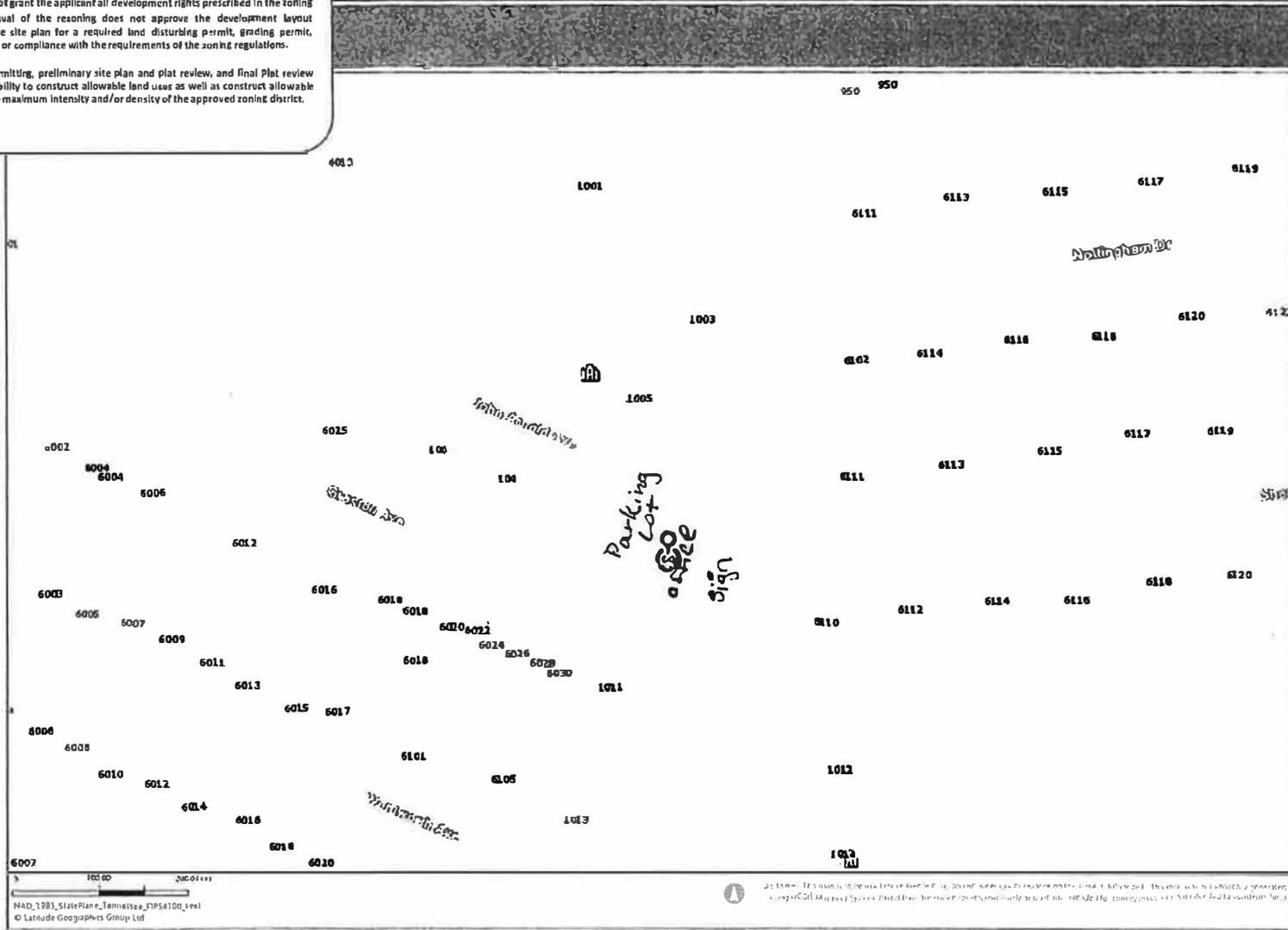
2023-0002 Rezoning from R-1 to O-1



DISCLAIMER

Site plans submitted as part of zoning application are for informational purposes only, with the exception of Planned Unit Development Plans. Approval of the zoning does not grant the applicant all development rights prescribed in the zoning district. Approval of the zoning does not approve the development layout indicated on the site plan for a required land disturbing permit, grading permit, building permit, or compliance with the requirements of the zoning regulations.

Subsequent permitting, preliminary site plan and plat review, and final Plat review may limit the ability to construct allowable land uses as well as construct allowable land uses to the maximum intensity and/or density of the approved zoning district.



- Legend**
- Grinder Pump (GP)
 - ▭ Parcels
 - ▭ Addressing <1200
 - ▭ County Boundary
 - ⊕ Recycling Centers
 - ⊕ Healthcare Facilities
 - Emergency Services Locations
 - FIRE
 - ⊕ MEDIC
 - POLICE
 - ⊕ Cemeteries
 - ⊕ Religious Facilities
 - ⊕ Schools
 - ▭ Building Footprints
 - ▭ Miscellaneous Structures
 - ▭ Driveways
 - ▭ Parking
 - ▭ Water Bodies
 - ▭ Other Water Bodies
 - ▭ Recreational Areas
 - ▭ Surrounding Habitat

100 00 200 00 Feet
 NAD_1983_StatePlane_Tennessee_11954100_1.prn
 © Landde Geographics Group Ltd

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City of East Ridge

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East Ridge, Tennessee 37412
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ORDINANCE NO. 1181

MEMO

TO: Mayor and Council; Interim City Manager Miller
FROM: Mark W. Litchford, City Attorney
DATE: January 4, 2023
RE: **Amendment to Ord. 941 as Codified at Title 10 Animal Control**

The City Administration has requested that Ordinance 941 as codified at Title 10, Animal Control, in the East Ridge City Code be amended in Sections 10-106 and 10-217 to remove the terms "humanely destroyed" and "humanely euthanized" and substituting therein the term "adopted or otherwise transferred" such that each section, as amended, will read as set forth in the attached draft Ordinance

ORDINANCE NO. 1181

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE AMENDING ORDINANCE NO. 941 AS CODIFIED AT TITLE 10, ANIMAL CONTROL, OF THE EAST RIDGE CITY CODE

WHEREAS, the City Council of the City of East Ridge adopted Ordinance No. 941 on or about May 23, 2013, relative to Animal Services which ordinance was thereafter codified at Title 10 in the East Ridge City Code; and

WHEREAS, the Council desires to amend Ordinance No. 941 as set forth herein; and

WHEREAS, the Council deems it in the best interest of the City to approve this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of East Ridge, Tennessee that Title 10, Animal Control, of the East Ridge City Code is hereby amended as follows:

1. Section 10-106 is amended by removing the term “humanely euthanized” at both locations and substituting therein the term “otherwise transferred” such that as amended Section 10-106 reads in entirety as follows:

10-106. Seizure and disposition of animals. Any animal, fowl, or reptile, (hereafter referred to as an animal), found running at large or otherwise being kept in violation of this chapter may be seized by any animal services officer or police officer and confined in an animal shelter provided or designated by the city council. If the animal is properly identifiable, or the owner is known, he shall be given notice in person, by telephone, or by written notice. Tagged animals will be retained for a period of five (5) working days. Notice of the animal's impoundment shall be posted at the animal shelter. If not claimed by the owner, the animal may be offered for adoption or otherwise transferred in accordance to State and City code. If the animal is not identified with the required identification tags, or the owner is not known or cannot be located, the animal shall be declared a stray and a notice describing the impounded animal or fowl will be posted at the animal shelter with a general description of the animal, date of impoundment, and date of planned disposition. The animal shall be retained for a period of three (3) working days and then offered for adoption or otherwise transferred in accordance with State and City code.

The Animal Services Division shall collect from each person claiming an impounded animal or fowl, reasonable fees, in accordance with a schedule approved by the city council, to cover the costs of impoundment and maintenance. (1993 Code, § 3-110, as amended by Ord. #637, July 1997, modified, and replaced

by Ord. #713, Feb. 2001, and Ord. #941, May 23, 2013, as amended by Ord. # 1181, January 26, 2023)

2. Section 10-217 is amended by removing the term “humanely destroyed” at both locations and substituting therein the term “otherwise transferred” such that as amended Section 10-217 reads in entirety as follows:

10-217. Disposition of unclaimed dogs and cats. Any registered dog or cat impounded shall be kept for a period of five (5) days after notice to the owner, and if not redeemed within such period, may be adopted, or otherwise transferred as provided in this title. Any unregistered dog or cat impounded shall be kept for three (3) days and if not claimed or redeemed, shall be adopted or otherwise transferred as provided for in this title. Owner relinquished animals are immediately available for the foregoing disposition. (Ord. #548, April 1993, as replaced by Ord. #941, May 2013, as amended by Ord. # 1181, January 26, 2023).

BE IT FURTHER ORDAINED, that this Ordinance shall take effect immediately after its passage, the public welfare requiring it.

Passed first reading _____, 2023.

Passed second reading _____, 2023.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, Interim City Manager

Approved to form:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3350



**323 Camp Jordan Parkway
East Ridge, TN 37412
(423) 490-0078**

MEMORANDUM

TO: Mayor and Council
City Manager

FROM: Shawna Skiles, Parks and Recreation Director

SUBJECT: Chattanooga Autism Center Request to Use East Ridge Community Center

DATE: January 3, 2023

The Chattanooga Autism Center, a 501c3 non-profit requests the use of the East Ridge Community Center from 9 am – 4 pm on April 1, 2023, to celebrate Autism Awareness Day. Celeste Lipps is a representative for the Chattanooga Autism Center, and she is asking the city to waive the fees associated with renting the East Ridge Community Center. Total rental fees for this event would be \$425.00 for the day. The event will be open to the public at around 10:30am. They will have sensory friendly activities, games and food. Examples from past years are magician, balloon twisting and reading by an author from her book. Local cosplay groups show up characters. This event is free and open to the public.

Staff recommends waiving the fee for the day.

RESOLUTION NO. 3350

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EAST RIDGE, TENNESSEE, TO WAIVE THE
FEE FOR USE OF THE COMMUNITY CENTER BY
THE CHATTANOOGA AUTISM CENTER**

WHEREAS, the Chattanooga Autism Center is hosting an event to celebrate Autism Awareness Day on April 1, 2023 at the East Ridge Community Center; and

WHEREAS, the Autism Center is requesting the City to waive the fee for use of the Community Center; and

WHEREAS, the event will be free and open to the public, with various sensory friendly activities, games, and food.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the fee for use of the Community Center on April 1, 2023 by the Chattanooga Autism Center will be waived.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately after its passage, the public welfare of the City requiring it.

Adopted this _____ day of _____ 2023.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, Interim City Manager

Approved as to Form:

Mark W. Litchford, City Attorney



City of East Ridge

1517 Tombras Avenue
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East Ridge City Library
Patty Weaver, Head Librarian

RESOLUTION NO. 3351

AGENDA MEMORANDUM

To: Mayor Brian Williams and City Councilmembers
From: Patty Weaver, Head Librarian
Date: January 26, 2023
RE: 50th Anniversary of East Ridge City Library

The library opened in March of 1973 making this year our 50th anniversary. We would like to celebrate the occasion by hosting an event for the community. I am estimating the cost for the event to be \$1,400.00.

The date for the event is April 29th from 11:00 am to 1:00 pm. We plan to have a petting zoo, outdoor games, hotdogs, snow cones, popcorn, and cake.

We are seeking approval for the \$1400 cost of the event from the city's special events budget. Thank you for your consideration and let me know if you have any questions.

Brian Williams
Mayor

Esther Haynes
Vice Mayor

Jacky Cagle
Councilmember

Andrea Witt
Councilmember

David Tyler
Councilmember

J. Scott Miller
Interim City Manager

RESOLUTION NO. 3351

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF EAST RIDGE, TENNESSEE, TO
APPROVE FUNDS FOR THE 50TH ANNIVERSARY
CELEBRATION OF THE EAST RIDGE CITY
LIBRARY**

WHEREAS, the East Ridge City Library opened in March 1973 making 2023 the Library's 50th anniversary; and

WHEREAS, the Library would like to host an event featuring games, food, and various other activities on April 29, 2023 in order for the public to celebrate this milestone event; and

WHEREAS, staff is requesting that funds for the event come from the Special Events/City-wide line item in an approximate amount of \$1,400.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that funds for the 50th Anniversary event come from the Special Events/City-wide line item in an approximate amount of \$1,400.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately after its passage, the public welfare of the City requiring it.

Adopted this _____ day of _____ 2023.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, Interim City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

RESOLUTION NO. 3352

AGENDA MEMORANDUM
MULTI-MODAL PROJECT – RINGGOLD ROAD
CHANGE ORDER NO 1

January 26, 2023

Submitted By:



J. Scott Miller, Interim City Manager

SUBJECT:

Talley Construction has submitted change order no. 1 to the City for consideration for approval. Please recall that the City Council at their December 8, 2022 regular business meeting approved change order no. 2 for work related to storm sewer/drainage and inlets. Change order no. 1 had been evolving prior to change order no. 2 being filed; thus the switch in the numbering.

Change Order No. 1 covers three (3) items as listed:

- A time extension request of 156 days. The original construction completion time was 365 days (Date: 5/11/2023). The contract completion time **with the change order** comes to 521 days (Date: 10/14/23). There is no monetary cost to this time extension.
- WWTA sewer main protection and additional items to avoid sewer main. Cost of change order is \$13,315.
- The box culvert on the south side of Ringgold Road at Merrell Street was in deteriorated shape and it had to be reinforced and protected with steel and concrete. The original culvert was constructed with cobble stones and cinder blocks. Pictures are attached to this memo showing one the rough shape of this box culvert. Cost of the change order is \$41,345.15.

Unfortunately, due to the guidance (rules) relative to the maintenance of side drain structures along State Highways, TDOT has declined to assist with the payment of the box culvert change order at Ringgold Road and Merrell Street. The box culvert is considered by TDOT to be a side drain structure. Side drain structures are drainage structures running parallel to state highways, and within or partially within state right-of-way, that provide drainage under driveways and local roads.

Attachments

JSM/

RESOLUTION NO. 3352

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, AUTHORIZING THE INTERIM CITY MANAGER TO APPROVE THE ATTACHED CHANGE ORDER REQUEST #1 FROM TALLEY CONSTRUCTION, INC. IN REGARD TO THE RINGGOLD ROAD MULTI-MODAL PROJECT

WHEREAS, in January 2022, Talley Construction, Inc. was awarded the bid for the Multi-Modal project on Ringgold Road; and

WHEREAS, Talley Construction, Inc. is requesting a change to the original scope of work, as described in the attached Change Order Request, for the purpose of covering the cost of additional work and time that is necessary to complete the project as follows:

1. The reinforcement and future protection of an existing culvert tie-in point adjacent to Ringgold Road,
2. Sewer line protection/additional storm drainpipe with manhole along Ringold Road (WWTA),
3. Project time extension by 156 days;

and

WHEREAS, the additional cost associated with Change Order Request #1 is an amount not to exceed \$54,660.15; and

WHEREAS, the City Council deems the completion of the project, including the addition of the necessary work and time, to be in the best interest of the citizens of East Ridge.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that the Interim City Manager is authorized to approve the Change Order Request #1 from Talley Construction, Inc. to cover the cost of additional work and time necessary to complete the project, in an amount not to exceed \$54,660.15.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately after its passage, the public welfare of the City requiring it.

Adopted this _____ day of _____ 2022.

Brian W. Williams, Mayor

Attest:

J. Scott Miller, Interim City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

**Supplemental Agreement and/or Request for Construction
Change Order Request #1**

Project Title: US-41 (RINGGOLD RD) FROM KINGWOOD TO MCBRIEN

Owner: CITY OF EAST RIDGE

Address: 1517 TOMBRAS AVE, EAST RIDGE, TN 37412

County: HAMILTON

Whereas, we Talley Construction Company Inc. with Western Surety Company, as a Surety, entered into a contract with the City of East Ridge, on April 8, 2022, for the construction be said contractor of the above designated contract; and *Whereas*, certain items of construction encountered, are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the Owner at price(s) scheduled therefore below:

The purpose of this Change Order is to:

Provide the appropriate line items necessary to complete the following tasks:

- 1) The reinforcement and future protection of an existing culvert tie-in point adjacent to Ringgold Road.
- 2) Sewer line protection/additional storm drain pipe w/manhole along Ringgold Road. (WWTA)
- 3) Project time extension.

As a result of this Change Order, contract time shall:

Not Change, **Increase by 156 days**, **Decrease by days**

Original Construction Completion Time: **365** days (Date: **5/11/2023**)

Original Contract Amount: \$6,483,651.96

Approved Change Orders:

Current Change Order: \$ 54,660.15

Pending Change Orders:

Total Change Orders: \$ 54,660.15

Contract Completion Time with Change Orders: **512** days (Date: **10/14/2023**)

Unit prices listed below include labor, materials, profit, overhead, and incidentals necessary to complete this work. A separate attached spreadsheet with the same information may be use in lieu of the table below.

Supplemental Agreement and/or Request for Construction

Change Order Request #1

Description	Unit	Current/Pending Quantities	Revised Quantities	QTY Over + QTY Under -	Contract Price	Net Amount Due Change
Box Culvert Protection	LS	0	1	1	\$ 41,195.15	\$ 41,345.15
Add. Cost Associated w/WWTA	LS	0	1	1	\$ 13,315.00	\$ 13,315.00

Now, Therefore, We, Talley Construction Company Inc. Contractors, and Western Surety Company Inc. Surety, hereby agree to the Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except insofar as specifically modified by this Supplemental Agreement.

Recommended for

Approval:

Engineer/CEI (Signature)	Date

Approved:

By:		
	Contractor (Signature)	Date
By:		
	Surety (Signature)	Date
By:		
	Owner (Signature)	Date



December 7, 2022

To: ASA Engineering
Attn: Mr. Cory Hollinghead

Re: State Project #: 33LPLM-S3-168
Contract #: 17-0130
Time Extension Request (Conflicts to Date)

Dear Mr. Hollinghead:

Please accept this letter as formal request for time extension in follow-up to our multiple phone conversations and progress meetings. This request is based upon all delays and lost time associated with multiple utility and underground conflicts encountered during the various stages of construction to date. Also included in the request is time request for delays in the start of the project while survey and design data was prepared. Please see below for details regarding each delay with time request for each individual item:

- **Start of Construction – Administration Delay (CAD/Survey Files) 26 Days**
 - PreCon Meeting Held 3/11/22 and CAD Files requested
 - TDOT Notice to Proceed dated 5/11/22
 - Additional CAD and Survey work was needed to confirm files and existing conditions
 - ASA provided CAD/Survey files to Talley on 6/5/22
 - Work started on 6/6/22

- **WWTA – Storm Drainage Conflict @ Structure 6A 42 Days**
 - 7/11/22 – Conflict with existing Sewer main was found at Proposed Drainage Structure 6A
 - 8/17/22 – Approval of additional work was provided after multiple meetings with WWTA and project team
 - 8/22/22 – Structure 6A was completed

- **WWTA – Storm Drainage Conflict @ Structure 8A 3 Days**
 - 10/17/22 - Conflict with existing Sewer main was found at Proposed Drainage Structure 8A
 - 10/17/22 – Approval of additional work was provided
 - 10/20/22 – Structure 6A was completed

- **WWTA – Storm Drainage Conflict @ 83+50 to 94+50 65 Days**
 - 9/12/22 – Conflict with Existing WWTA Sewer was found which involved conflicts with multiple structures and pipe segments including Structure # 10, 10A, 10H, 10G, 10F, 10D, 10E, 10C, 10B, 12F, 12E, 12O, 12C and 12B

- Although this line was on the critical path, we were advised to stop work and move to another section of the project while this area was reviewed and revised drawings could be prepared
- 10/26/22 – Revised plans were received which included adding additional structures to re-align the pipe segments to avoid the conflict and Talley ordered the additional materials
- 11/16/22 – Talley received the additional structures

Misc Field Modifications due to Existing Conditions differing from Plans 6 Days

- CB-8D Existing Culvert and limited space did not allow for the structure to be installed as per design and required changes to make connections including pipe collars – 2 Days
- CB-16A could not be used as per original design due to an additional pipe crossing from under Ringgold Road and therefore needed a larger structure. Structure #5A was used in lieu of the planned pipe and required some modifications to fit including pouring a bottom - 1 Day
- CB-16G, 16J and 16E had to be moved to curb line due to the existing storm line not being in the design location – 2 Days
- CB-16C modify structure to cut opening for existing 15” pipe and used RCP to make connection – 1 Day

Steel Plates / Storm Modification @ Existing Box Culvert (83+50 +/-) 125 Days

- 8/13/22 – Walls at existing box culvert were found to be in potentially unsatisfactory shape and work was stopped in the area while the team could discuss options to continue with TDOT and City. Although this work was on the critical path, we were advised to stop work and move to another area of the project while all parties were informed of the potential situation and to request resolution of how to proceed.
- 11/7/22 – Project team met with TDOT and they approved the use of steel plates option
- 11/11/22 – Talley submitted pricing proposal to add steel plates
- 12/2/22 – Plates were approved to be ordered
- 12/13/22 – Plates are scheduled to be delivered
- 12/16/22 – Anticipated completion date of plates being installed

Total Time Delays due to Conflicts to Date:

Days of Impact 267 Days

Formal Time Extension Request: 156 Days

Original Contract Completion Date: 5/11/23

Time Extension Request: 156 Days

New Completion Date: 10/14/23

The following two alternative budget options have been presented and have not been officially approved. The work of these two options would be additional to the above request:

Moore Road – Storm Drainage Extension (CB16E – CB16O) 5 Days

- 1 Added Structure and 184LF – 18” RCP
- Traffic Control, Signal Loops and Asphalt Patch
- All work per 12/2/22 Budget Estimate
- This has not been approved to date

McBrien Road – Storm Drainage Extension (Existing – Double 48” Pipe) 40 Days

- 3 Added Structures and 641LF – 24” RCP
- Traffic Control, Signal Loops, Curb/Gutter, Sidewalk, Asphalt, Signal Loop and Striping
- Per 12/2/22 Budget Estimate
- This has not been approved to date

If these two options are approved, then add 45 days as 2nd time extension request to the above dates:

Original Completion Date: 5/11/23
Request #1: 156 Days
Revised Completion: 10/14/23
Request #2: 45 Days
New Revised Completion Date: 11/28/23

I would respectfully request that this proposal be reviewed and a response provided within 5 days. Thank you in advance for our consideration and please let me know if you have any questions or need any additional information.

Respectfully,

Chad Littleton

Chad Littleton

Talley Construction Co, Inc.

TOP



Top



TOP



TOP



TOP



RESOLUTION NO. 3353

BRIAN WILLIAMS
Mayor

JACKY CAGLE
Councilmember

DAVID TYLER
Councilmember



ESTHER HAYNES
Vice Mayor

ANDREA WITT
Councilmember

J. SCOTT MILLER
City Manager

City of East Ridge

*1517 Tombras Avenue
East Ridge, Tennessee 37412
(423) 867~7711*

MEMORANDUM

TO: City Council

FROM: Mark Litchford

DATE: January 26, 2023

RE: Development Agreement – True Life Center, LLC

True Life Center, LLC, constructed a commercial and retail coffee café after various meetings with City administrators over the past year, with such development having occurred within the Border Region District. The Developer has requested the City Council to approve the IDB's execution of a Development Agreement Relating to the Border Region Retail Development District pursuant to the Border Region Act, T.C.A. § 7-40-101 *et seq.* The proposed development is located in East Ridge, Tennessee, at the following commonly known addresses:

- 4104 Ringgold Road, East Ridge, Tennessee 37412
- tax map number: 169H-B-004

The purpose of the Development Agreement is to establish the rights and obligations between the City, the IDB, and the Developer with respect to allocated state tax revenues as provided in the Border Region Act that are generated on the aforementioned property.

RESOLUTION NO. 3353

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, APPROVING THE EXECUTION AND DELIVERY OF A DEVELOPMENT AGREEMENT WITH TRUE LIFE CENTER, LLC, RELATING TO A PROJECT IN THE BORDER REGION RETAIL DEVELOPMENT DISTRICT AND AUTHORIZING CERTAIN ACTIONS RELATING THERETO

WHEREAS, the City has designated a certain area within the City as a Border Region Retail Tourism Development District (the “District”) pursuant to Tenn. Code. Ann. §§ 7-40-401 et seq. (the “Border Region Act”), which District has been approved by the Tennessee Commissioner of Revenue; and

WHEREAS, the City of East Ridge seeks to increase tourism and the competitiveness of the City, County, and State by improving the City’s extraordinary retail and other tourism facilities located in the District and to benefit other private and public peripheral retail and tourism developments for the City; and

WHEREAS, development of the District is critical to the growth and sustainability of the tax base of the City; and

WHEREAS, True Life Center, LLC (“Developer”) owns property at 4104 Ringgold Road, East Ridge, Tennessee, tax map number 169H-B-004 (the “Property”), and has undertaken, or intends to undertake, an economic development project within the meaning of the Border Region Act (collectively the “Project”) to accompany the Extraordinary Retail Facility as defined by the Border Region Retail Tourism Development District Act, codified as Tenn. Code Ann. §§ 7-40-101 et seq. (“Border Region Act”), such economic development project being a newly opened and operated commercial and retail coffee cafe; and

WHEREAS, Developer has requested a financial incentive package from the East Ridge Industrial Development Board (“Board”) consistent with the Act; and

WHEREAS, the Property lies within the District and is therefore eligible for the receipt of Border Region State sales tax revenues generated by the retail business; and

WHEREAS, there has been submitted to the Board the proposed form of a Development Agreement Relating to Border Region Retail Tourism Development District (the “Agreement”) between the Board and the Developer pursuant to which the Board would agree to distribute certain of the state sales and use taxes allocable to the Board to Developer that are attributable solely from retail businesses operating on the Project Property in accordance with the provisions of the Act (“Financial Incentive Package”) to reimburse certain costs of the Project that are eligible to be paid under the Border Region Act; and

WHEREAS, the Board approved the proposed Development Agreement and a true and correct copy of the proposed Development Agreement as approved by the IDB is attached hereto as *Exhibit A*.

WHEREAS, the Financial Incentive Package shall be distributed in accordance with the Development Agreement to Developer; and

WHEREAS, the establishment of a the economic development project within the meaning of the Border Region Act as proposed by Developer is anticipated to increase tourism within the District and is also intended to accompany the construction and development of other projects within the District and create a financially and economically positive impact on the District and other public or private peripheral development for the District throughout the City and County, including without limitation increased competitiveness, retail projects, jobs, and property values; and

WHEREAS, the City Council deems the approval of the financial assistance and incentive package for Developer to be in the best interest of the citizens of East Ridge; and

WHEREAS, the execution of such Agreement will further the public purposes of the Board and the District by promoting development in the District and enhancing the economic growth of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE, that

1. It is hereby found and determined that the assistance by the City and the Board with the Project will promote the economy and development in the State of Tennessee and City and the welfare of the citizens thereof.

2. The Development Agreement Relating to Border Region Retail Tourism Development District is hereby approved for the benefit of Developer with said funding to be derived and paid in accordance with the Border Region Tourism Development District Act, pursuant to the terms of the Development Agreement entered into by and between the East Ridge Industrial Development Board and Developer.

3. The Mayor and City Manager are hereby approved and authorized to take all actions necessary to implement this resolution.

4. The officers of the Board are hereby authorized and directed to execute, deliver and file such other certificates and instruments and to take all such further action as they may consider necessary or desirable in connection with the consummation of the transactions described above and the performance of the Agreement, including, without limitation, taking all actions as are necessary or appropriate to file and to assist the City in filing annual cost certifications with the State of Tennessee Department of Revenue and to receive all state sales and use taxes to which the City or the IDB is entitled under the Border Region Act.

5. The officers of the Board are hereby authorized to sign any and all documents necessary to administer all funds allocated to the Board under the Border Region Act, including establishing such accounts as such officers deem appropriate to hold funds allocated to the Board, in accordance with this Resolution.

6. Pursuant to T.C.A. § 7-40-107 and in order to advance the proposed development within the District, the City Council irrevocably delegates to the Board the incremental state sales and use tax revenues payable to the City in accordance with T.C.A. § 7-40-101 *et seq.* that are attributable solely from retail businesses operating on the Project Property in accordance with the provisions of the Act and the Development Agreement entered into between the East Ridge Industrial Development Board and Developer .

7. All other acts of the officers of the Board which are in conformity with the purposes and intent of this resolution are hereby ratified, approved and confirmed.

BE IT FURTHER RESOLVED that the City of East Ridge, Tennessee, hereby indicates its intention to adopt any and all further resolutions as required by applicable law to effectuate its intentions expressed herein.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately after its passage, the public welfare of the City requiring it.

Adopted this _____ day of _____ 2023

Brian W. Williams, Mayor

Attest:

J. Scott Miller, Interim City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

**DEVELOPMENT AGREEMENT RELATING TO THE BORDER REGION RETAIL
TOURISM DEVELOPMENT DISTRICT**

THIS DEVELOPMENT AGREEMENT RELATING TO THE BORDER REGION RETAIL TOURISM DEVELOPMENT DISTRICT (this "Agreement") is made and entered into as of the th day of , **2023**, by and among **THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF EAST RIDGE**, a public nonprofit corporation organized under Tenn. Code Ann. §§ 7-53-101, et seq., (the "IDB"), and **TRUE LIFE CENTER, LLC**, a Tennessee Limited Liability Company (the "Developer").

WITNESSETH:

WHEREAS, the Border Region Retail Tourism Development District Act, codified as Tenn. Code Ann. §§ 7-40-101 et seq. ("Border Region Act"), was enacted to increase tourism and the competitiveness of the State of Tennessee ("State") with bordering states by empowering local governments to encourage the development of extraordinary retail or tourism facilities, including shopping, recreational and other activities; and

WHEREAS, pursuant to the Border Region Act and at the request of the City of East Ridge, Tennessee ("City"), the Commissioner of the Department of Revenue of the State of Tennessee (the "Commissioner") has certified an area within the City as a border region retail tourism development district (the "Border Region District"); and

WHEREAS, after such certification, a portion of the state sales and use tax revenues collected in the Border Region District is being distributed to the City as provided in the Border Region Act (the "Allocated State Tax Revenues"); and

WHEREAS, a Bass ProShop store (the "Extraordinary Retail Facility") has been developed in the Border Region District as an extraordinary retail or tourism facility within the meaning of the Border Region Act; and

WHEREAS, Developer previously proposed the development of property located in East Ridge, Tennessee, at the following commonly known address (hereinafter the "Property"):

- 4104 Ringgold Road, East Ridge, Tennessee 37412
- Tax Map Number: 169H-B-004

WHEREAS, the Property is believed to be located within the Border Region District and more particularly described or shown on **Exhibit A** attached hereto (hereinafter referred to as the "Project Property") is therefore believed to be eligible for the receipt of Allocated State Tax Revenues generated by the retail business; and

WHEREAS, the Developer constructed an economic development project within the meaning of the Border Region Act (collectively the "Project") to accompany the Extraordinary Retail Facility, such economic development being a commercial and retail coffee cafe; and

WHEREAS, Developer has requested a financial incentive package from the Board consistent with the Act for the purpose of reimbursing eligible costs and expenses under the Act including, but not limited to, improving, upgrading and renovating the Property to construct a commercial and retail coffee cafe; and

WHEREAS, the establishment of the economic development project within the meaning of the Border Region Act as proposed by Developer is anticipated to increase tourism within the Border Region District and is also intended to accompany the construction and development of other projects within the Border Region District and create a financially and economically positive impact on the Border Region District and other public or private peripheral development for the District throughout the City and Hamilton County (the “County”), including without limitation increased competitiveness, retail projects, jobs, and property values; and

WHEREAS, the execution of such Agreement will further the public purposes of the IDB and the Border Region District by promoting development in the Border Region District and enhancing the economic growth of the City; and

WHEREAS, the Developer contacted the City to discuss entering into a Border Region Development Agreement for the allocation of Border Region State sales tax revenues generated by the retail operations on the Project Property; and

WHEREAS, in an effort to facilitate the discussion of certain information relating to this Agreement and the Project, the Developer agrees to refrain from allowing the Property to be the subject of any other agreement that would impact the payment allocations as set forth in this Agreement; and

WHEREAS, pursuant to the Border Region Act, the City is authorized to delegate to the IDB the authority to carry out any project authorized by the Border Region Act and to incur costs for the any such project; and

WHEREAS, provided the City Council approves this Agreement by resolution, the City will make such a delegation to the IDB with respect to the Project; and

WHEREAS, pursuant to such delegation, the City will pay to the IDB certain portions of the Allocated State Tax Revenues described herein that are to be allocated to the City pursuant to the Border Region Act; and

WHEREAS, the IDB has agreed that those certain Allocated State Tax Revenues described herein will be paid to the Developer to reimburse a portion of the costs of the development of the Project as provided herein; and

WHEREAS, pursuant to the Border Region Act, the City and the IDB are authorized to provide such incentives or financial support in the Border Region District as they deem appropriate in support of an economic development project, within the meaning of the Border Region Act; and

WHEREAS, for the purpose of establishing the rights and obligations of the parties with respect to the matters described above and related matters, the parties have entered into this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions and mutual agreements by and between the parties, as hereafter set forth in detail, the parties do hereby mutually agree as follows:

ARTICLE I
INCORPORATION OF RECITALS AND FINDINGS OF IDB

Section 1.01 Incorporation of Recitals. The Recitals are an integral part of this Agreement and are incorporated herein by reference as though set forth in full herein.

Section 1.02 Findings of the IDB. The IDB finds that, when completed, the Project described herein will generate significant sales tax revenues for the County, the City and the Hamilton County Board of Education, will generate significant ad valorem property tax revenues for the County, the City, and the Hamilton County Board of Education, will generate significant sales tax revenue for the County and the City, and will create multiple employment opportunities. In addition, the IDB further finds that various site development work and improvements as proposed herein will also encourage further future commercial and economic development and/or expansion on properties adjoining and in the vicinity of Project Property and within the Border Region District and said anticipated future development will also generate sales tax revenue and ad valorem property tax revenue and will create employment opportunities. The IDB finds that an agreement whereby the City and/or the IDB provides incentives or financial support to the Developer to undertake the development of the Project to further enhance and encourage commercial retail development within the Border Region District is consistent with the authorization established pursuant to the Border Regions Act and is appropriate within the purpose, intent and meaning of the Border Regions Act, and is a cost effective and efficient use of the public funds of the City and the IDB. The IDB finds that entering into this Agreement is beneficial to and in the best interests of the City and its citizens and further finds that the transaction described herein is beneficial, from both economic development and other perspectives, to the City.

ARTICLE II
REPRESENTATIONS AND WARRANTIES

Section 2.01. Representations and Warranties of Developer. The Developer represents and warrants for the benefit of the IDB and the City as follows:

(a) Organization. The Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Tennessee, is in compliance with the laws of the State of Tennessee, and has the power and authority to own its properties and assets and to carry on its business in the State of Tennessee as now being conducted and/or as hereby contemplated.

(b) Authority. The Developer has the power and authority to enter into this Agreement and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the Developer.

(c) Binding Obligations. This Agreement is a legal, valid and binding obligation of the Developer enforceable against the Developer in accordance with its terms, subject to applicable insolvency laws and equitable principles.

(d) No Litigation. No litigation at law or in equity or proceeding before any private individual or entity or any governmental agency involving the Developer is pending or, to the knowledge of the Developer, threatened, in which any liability of the Developer is not adequately covered by insurance or in which any judgment or order would have a material adverse effect upon the business or assets of the Developer or the performance of its obligations hereunder, including the development of the Project.

(e) No Default. The Developer is not in default under or in violation of, and the execution, delivery and compliance by the Developer with the terms and conditions of this Agreement will not conflict with or constitute or result in a default under or violation of (i) any material agreement or other instrument to which the Developer is a party or by which it is bound, or (ii) any constitutional or statutory

provisions or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the Developer or its property, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

(f) Relationship to Border Region District. The construction and development of the Extraordinary Retail Facility and the development of the area surrounding the Extraordinary Retail Facility was an essential factor in the Developer undertaking the Project, and the economic activity generated by the Extraordinary Retail Facility will contribute materially to the economic success of the Project, which Project will provide ancillary retail support to the Extraordinary Retail Facility.

Section 2.02. Representation and Warranties of IDB. The IDB represents and warrants for the benefit of the Developer as follows:

(a) Organization. The IDB is a public non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Tennessee, is in compliance with the laws of the State of Tennessee, and has the power and authority to own its properties and assets and to carry on its business in the State of Tennessee as now being conducted and as hereby contemplated.

(b) Authority. The IDB has the power and authority to enter into this Agreement and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the IDB.

(c) Binding Obligations. This Agreement is a legal, valid and binding obligation of the IDB enforceable against the IDB in accordance with its terms, subject to applicable insolvency laws and equitable principles; provided, however, that this subsection shall not be construed as a representation or warranty that the Commissioner will accept, confirm or approve any cost certification made by the City and/or the IDB to the Commissioner under the Border Region Act. Additionally, it is understood between the parties that in the event the Commissioner determines that the Property or the Project does not qualify for the Border Region Act as contemplated herein, then the IDB and/or the City shall not be liable for any amounts that would be owed if the Property or Project otherwise qualified under the Border Region Act.

(d) No Litigation. No litigation at law or in equity or proceeding before any governmental agency involving the IDB is pending or, to the knowledge of the IDB, threatened, in which any liability of the IDB is not adequately covered by insurance or in which any judgment or order would have a material adverse effect upon the business or assets of the IDB or the performance of its obligations hereunder.

(e) No Default. The IDB is not in default under or in violation of, and the execution, delivery and compliance by the IDB with the terms and conditions of this Agreement will not conflict with or constitute or result in a default under or violation of, (i) any material agreement or other instrument to which the IDB is a party or by which it is bound, or (ii) any constitutional or statutory provisions or order, rule, regulation, decree or ordinance of any court, government or governmental authority having jurisdiction over the IDB or its property, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation.

ARTICLE III UNDERTAKING DEVELOPMENT AND FINANCIAL INCENTIVES

Section 3.01. Undertaking of Development. The Developer has caused, or will cause, the Project to be constructed and developed on the Project Property as an economic development project within the meaning of the Border Region Act, including without limitation a commercial and retail coffee cafe in substantially the manner shown on the site plan attached as Exhibit B hereto in a manner consistent with the schematic renderings attached hereto as Exhibit C. The Developer has already, or will commence

construction of the Project not later than 12 months following the date of this Agreement with an anticipated completion date of 18 months following the date of this Agreement.

Section 3.02. Prohibited Retail Uses. During the period that the Developer is receiving payments pursuant to this Agreement, the IDB shall first be provided an opportunity to approve any replacement retail operations or business or any successor business in the Project. The Developer will not permit any use in the Project that does not generate Allocated State Tax Revenues or that is not appropriate for a first-class retail facility, including pawn shops, adult book and entertainment facilities, tanning salons, check cashing and payday loan facilities and similar types of establishments. The Developer will not permit any retail business to relocate any existing retail establishments located within fifteen (15) miles of the Border District to the Project unless the rentable retail sales space for the relocated establishment is increased by thirty-five percent (35%) or more of the existing retail establishment.

Section 3.03. Financial Assistance to Developer.

a) Subject to the terms and conditions of this Agreement, including without limitation the priority of payments to the Bass Pro Developer, as defined and described in Section 3.04 hereof, and in accordance with the Border Region Act, the IDB has determined that the provision of financial assistance to the Developer will further the purposes of the Border Region Act and the economic development of the City and the IDB hereby agrees to grant the Developer the amounts hereinbelow contingent upon satisfaction of the conditions provided in this Agreement.

b) Subject to the conditions set forth in this Agreement, the IDB agrees to pay or otherwise assign to the Developer annually (the “Annual Incentive Amount”) for the period set forth in Section 5.19 of this Agreement an amount equal to a percentage of the Allocated State Tax Revenues attributable solely from the sales or use taxes derived from retail businesses operating on the Project Property “Project State Tax Revenues” pursuant to the Border Region Act as set forth in Section 3.03(b)(i), provided the total amount of all Project State Tax Revenues to be shared between the City and Developer set forth in 3.03(b)(i) does not exceed the amount of Developer’s costs as defined in the Act. The percentages of the Project State Tax Revenues owed to Developer that will determine the Annual Incentive Amount are set forth herein as Section 3.03(b)(i); provided, however, it is expressly understood that the Developer is entitled to such amounts to the extent the State of Tennessee, via the Tennessee Department of Revenue (or whatever governing agency regulates and monitors the operations of the Border Region Act) does not otherwise deny the Developer’s expense costs as eligible reimbursable expenses under the Border Region Act. For purposes of making the calculation of the Annual Incentive Amount, the “base tax revenue” as defined in the Border Region Act shall be allocated to the Project Property based upon the sales and use taxes generated by or derived from the Project Property as established by the base year under the Border Region Act and the City’s certification of the Border Region District. The base tax revenue on the Project Property is estimated at Zero Dollars (\$0.00) and shall be assessed against Project State Tax Revenues generated by the Property.

i. The Annual Incentive Amount owed to Developer is equal to the following percentages of the Project State Tax Revenues, subject to the base tax revenue, if any, as provided herein:

Project State Tax Revenues shared between Developer and the City	
Developer Share 70%	City Share 30%

c) It is understood that such payments are for the purpose of reimbursing the Developer all or a portion of the eligible “costs” within the meaning of the Border Region Act incurred by or on behalf of the Developer relating to the Project and/or the Project Property, including financing costs of Developer relating thereto, costs of acquisition, development, construction and improvement of the Project, and other

costs identified by the Developer relating to the development of the Project and/or the Project Property that are eligible to be reimbursed under the Border Region Act.

d) The Developer shall provide a list of the eligible costs periodically, but not less than annually within thirty (30) days after the end of each of the City's fiscal years ending on June 30th of each year (a "Fiscal Year"), for each and every eligible cost for which the Developer claims reimbursement hereunder and shall update such list from time to time on at least an annual basis as additional costs are incurred at such times as are needed to permit the City and/or the IDB to submit such costs for approval by the Developer with respect to debt incurred to finance costs related to the Project Property; provided that in no event shall the annual interest rate on the debt resulting in any interest expense to be reimbursed exceed the highest lawful rate under applicable state law if other than Tennessee or federal law or if no such other law is applicable, under the Tennessee formula rate (within the meaning of T.C.A. § 47-14-103) at the time such debt was incurred. The Annual Incentive Amount payable to the Developer pursuant to this Agreement shall be payable solely from Project State Tax Revenues allocated to the IDB. The IDB and/or the City will submit the cost certification summaries required by the Border Region Act on an annual basis and shall request a distribution from the State of all eligible Allocated State Tax Revenues, including all amounts payable to the Developer as provided in this Agreement. The parties will fully cooperate in submitting such cost certifications. The Annual Incentive Amount shall be paid to the Developer within thirty (30) days after the City receives its annual allocation of Allocated State Tax Revenues from the State of Tennessee under the Border Region Act; provided, however, any Annual Incentive Amount is expressly subject to (1) Developer's satisfaction of all obligations and conditions under this Agreement, (2) the priority of payments to the Bass Pro Developer, as described in Section 3.04 hereinbelow, and (3) the State of Tennessee's approval of Developer's "costs" that are submitted to the State in accordance herewith.

Section 3.04. Effect of Bass Pro Developer Allocation. The Developer acknowledges that the City and the IDB have previously agreed to pay to Exit One LLC (the "Bass Pro Developer"), as the developer of the Extraordinary Retail Facility, and affiliates of the Bass Pro Developer an annual amount equal to the Allocated State Tax Revenues derived from the parcel on which the Extraordinary Retail Facility is located and certain other parcels (the "Bass Pro Developer Parcels") plus the Allocated State Tax Revenues derived from the first \$10,000,000 of incremental sales above the base sales (as calculated pursuant to the Border Region Act) in the Border Region District (other than Bass Pro Developer Parcels) prior to the creation of the Border Region District as provided in that certain Development and Allocation Agreement Relating to Border Region Retail Development District dated as of June 20, 2014, between the IDB and the Bass Pro Developer (the "Bass Pro Development Agreement"). If in any future Fiscal Year, the incremental sales in the Border Region District (other than from the Bass Pro Developer Parcels) are not in excess of \$10,000,000 due to business closures or other unexpected reasons, the Developer acknowledges that the City and the IDB will not have sufficient unencumbered Allocated State Tax Revenues derived from such Fiscal Year to pay the Annual Incentive Amount to the Developer because all or a portion of the Allocated State Tax Revenues derived from the Project Property would be required to be used to make the required payment to the Bass Pro Developer. In any year in which the available Allocated State Sales Revenues are not sufficient to pay the Annual Incentive Amount to the Developer and similar annual incentives to other property owners or developers in the Border Region District, the amount paid to the Developer and other recipients of similar annual incentives shall be reduced proportionately based upon the respective Allocated State Tax Revenues received from the respective parcels as to which the incentives relate. If the Allocated State Tax Revenues for any Fiscal Year are insufficient to pay the Annual Incentive Amount for the reasons described in this Section, the shortfall shall be payable from Allocated State Tax Revenues relating to future Fiscal Year in which the incremental sales (other than from the Bass Pro Developer Parcels) as described above are at least \$10,000,000 subject to any other incentive commitments of the City and the IDB, which commitments shall be paid prior to any shortfall being paid.

Section 3.05. Identification of Applicable State Sales and Use Tax Revenues from Project Property and Incremental Tax Revenues. The Developer and the IDB will cooperate fully in identifying no

later than thirty (30) days after each June 30 the amount of sales on the Project Property that are subject to state sales or use tax and that produced Allocated State Tax Revenues for the annual period ending on such June 30. In the event such sales data is not publicly available, the parties will use their best efforts to estimate the amount of such sales.

Section 3.06 Conversion to Financing. The IDB acknowledges that the Developer may desire in the future to finance costs incurred by the Developer with respect to the development of the Project and may desire to pledge the Project State Tax Revenues payable to the Developer hereunder to such financing and/or to request the IDB to issue bonds payable from such Project State Tax Revenues, the proceeds of which would be loaned to the Developer to reimburse the Developer for eligible costs. Upon the request of the Developer to assist with such financing, the IDB agrees to cooperate fully with the Developer, at the Developer's expense, to accomplish such financing and will negotiate in good faith such amendments to this Agreement as are necessary to enable such financing, provided such amendments do not increase any liabilities or create recourse financial obligations of the IDB or the City.

Section 3.07. Lender Estoppels. At the request of the Developer, the IDB shall agree to sign (and the IDB shall request the City to sign) such consents, estoppel agreements and other certificates as may be reasonably requested by any lender to the Developer relating to a loan to finance or refinance the cost of the Project so as to provide assurances to such lender that the payments to be made to the Developer under this Agreement have been properly assigned to such lender.

Section 3.08. Reporting Requirements. The IDB will submit or cause the City to submit the annual reports and certifications required by the Border Region Act in order to receive annual disbursements of Allocated State Tax Revenues pursuant to the Border Region Act. At the request of the IDB, the Developer will cooperate fully with the City and the IDB in connection with the submission of the reports and certifications described in this Section. In connection with such submissions, the Developer will provide the City and the IDB with an annual list of all eligible costs and supporting documentation relating thereto.

Section 3.09. Good and Workmanlike Manner. Developer shall perform the site improvement, construction and/or development of the Project in a good and workmanlike, lien-free manner, with the exception of any lender, in accordance with all applicable legal requirements and regulations. Developer hereby grants to the IDB, its contractors, agents and employees, a temporary license to enter upon any portion of the Project Property for the purpose of inspecting all or any part of the site improvement, construction and/or development of the Project.

Section 3.10. Warranty. Developer warrants to the IDB that all materials and equipment furnished in connection with the site improvement, construction and/or development of the Project shall be of good quality and new unless otherwise specified, and that all such work shall be of good quality, free from faults and defects. If required by the IDB, Developer shall furnish evidence that is satisfactory to the IDB as to the kind and quality of materials and equipment.

Section 3.11. Termination. The obligations of the IDB under this Agreement shall terminate upon the payment of the final Annual Incentive Amount to Developer as provided in Section 5.18 hereof.

Section 3.12 Compliance with Other Legal Requirements. The Developer acknowledges and agrees that this Agreement does not and shall not be construed to indicate or imply that the IDB, acting as a regulatory or permitting authority or as an instrumentality of the City, as granted or is obligated to grant or has the authority to grant any approval or permit required by law for the development of the Project. The Developer agrees to obtain and comply with all permits, licenses and governmental approvals required for the development of the Project and, upon completion of the Project, to maintain the Project in compliance with all legal requirements applicable thereto. The Developer furthermore agrees, during the

term of this Agreement, to pay all taxes levied against the Project Property on or before the date that such taxes would be delinquent.

ARTICLE IV EVENTS OF DEFAULT AND REMEDIES

Section 4.01. Event of Default. The occurrence and continuance of any of the following events shall constitute an "Event of Default":

(a) failure of the Developer to perform any of its obligations under this Agreement after written notice is given to the Developer of such failure and the Developer has not cured such failure within sixty (60) days of such notice; or

(b) any material representation, warranty, certification or other statement made or deemed made by Developer in this Agreement or in any statement or certificate at any time given by Developer in writing pursuant hereto or thereto or in connection herewith or therewith shall be false in any material respect as of the date made; or

(c) a court of competent jurisdiction shall enter a decree or order for relief in respect of Developer in an involuntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, which decree or order is not stayed, or any other similar relief shall be granted under any applicable federal or state law; or (ii) an involuntary case shall be commenced against Developer under any applicable bankruptcy, insolvency or similar law now or hereafter in effect; or a decree or order of a court having jurisdiction in the premises for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over Developer, as the case may be, or over all or a substantial part of its property, shall have been entered; or there shall have occurred the involuntary appointment of an interim receiver, trustee or other custodian of Developer for all or a substantial part of its property; or a warrant of attachment, execution or similar process shall have been issued against any substantial part of the property of Developer, and any such event described in this clause (ii) shall continue for sixty (60) days without having been dismissed, bonded or discharged; or

(d) Developer shall have an order for relief entered with respect to it or shall commence a voluntary case under any applicable bankruptcy, insolvency or similar law now or hereafter in effect, or shall consent to the entry of an order for relief in an involuntary case or to the conversion of an involuntary case to a voluntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, trustee or other custodian for all or a substantial part of its property; or Developer shall make any assignment for the benefit of creditors, or Developer shall be unable, or shall fail generally, or shall admit in writing its inability, to pay its debts as such debts become due; or Developer shall adopt any resolution or otherwise authorize any action to approve any of the actions referred to herein or in Section 3.01(c); or

(e) Developer enters into an agreement or association with any other entity or individual, directly or indirectly, or such other parties' officers, owners, directors, agents, affiliates, or associates, that results in, or is intended to result in, or would result in, the decrease or loss of Allocated State Tax Revenues that the City or IDB may realize or be entitled to receive under this Agreement, including the City's retained share under Section 3.03 of this Agreement, or under the Border Region Act; or

(f) Developer enters into, without first obtaining written approval by the City and IDB, an agreement relative to the Project Property or the Project with any other entity or individual, directly or indirectly, (including such other entity's officers, owners, directors, agents affiliates, or associates), that has previously negotiated a Border Region development agreement with the IDB and/or City, if such agreement

would negatively impact the City or the IDB's entitlement to retain Project State Tax Revenues as provided under Section 3.03 of this Agreement, or under the Border Region Act.

Section 4.02. IDB Remedies. If a Developer Event of Default occurs hereunder, the IDB may terminate this Agreement upon written notice to the Developer at which time all of the rights and privileges of the Developer hereunder shall cease and be of no further force or effect. Additionally, if the Event of Default is triggered as a result of Section 4.01(e) or 4.01(f), then the IDB and the City shall be entitled to, in addition to all other remedies available at law or as provided in this Agreement, an amount equal to all Allocated State Tax Revenues generated from the Project Property, including Developer's portion of the Allocated State Tax Revenues as provided in Section 3.03 hereof, and all attorneys' fees, costs and expenses incurred by the IDB or the City in connection with enforcing the terms of this Agreement, including all appellate costs, attorneys' fees and expenses.

Section 4.03. Waiver. No failure by the IDB to exercise any right, remedy, or option under this Agreement or any present or future supplement hereto, or delay by the IDB in exercising the same, will operate as a waiver thereof. No waiver by the IDB will be effective unless it is in writing, and then only to the extent specifically stated. No waiver by the IDB on any occasion shall affect or diminish the IDB's rights thereafter to require strict performance by the Developer of any provision of this Agreement. The IDB's rights under this Agreement will be cumulative and not exclusive of any other right or remedy which the IDB may have.

ARTICLE V MISCELLANEOUS

Section 5.01. IDB Liability. No Personal Liability; No City Liability. THE LIABILITY OF THE IDB FOR ANY CLAIM BY DEVELOPER IS EXPRESSLY LIMITED TO THE IDB'S INTEREST IN ANY ALLOCATED STATE TAX REVENUES PAYABLE TO THE IDB FROM THE BORDER REGION DISTRICT AND NOT PLEDGED AND, OTHERWISE NOT ENCUMBERED. THE IDB SHALL NOT HAVE ANY PECUNIARY LIABILITY UNDER THIS AGREEMENT FOR ANY ACT OR OMISSION OF THE IDB. NO OTHER PROPERTY OR ASSETS OF THE IDB SHALL BE SUBJECT TO LEVY, EXECUTION OR OTHER PROCEDURES FOR THE SATISFACTION OF REMEDIES OF THE DEVELOPER HEREUNDER OR RELATING HERETO. UNDER NO CIRCUMSTANCES SHALL THE IDB BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES, ALL OF WHICH ARE HEREBY WAIVED BY THE DEVELOPER. NO RECOURSE SHALL BE HAD FOR ANY CLAIM BASED UPON ANY OBLIGATION, COVENANT OR AGREEMENT IN THIS AGREEMENT OR ANY TRANSACTION OR MATTER RELATING HERETO AGAINST ANY PAST, PRESENT OR FUTURE DIRECTOR, OFFICER, EMPLOYEE, COUNSEL OR AGENT OF THE IDB, WHETHER DIRECTLY OR INDIRECTLY, AND ALL SUCH LIABILITY OF ANY SUCH INDIVIDUAL AS SUCH IS EXPRESSLY WAIVED AND RELEASED AS A CONDITION OF AND IN CONSIDERATION FOR THE IDB ENTERING INTO THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE PARTIES AGREE THAT THE DEVELOPER MAY ENFORCE THE TERMS OF THIS AGREEMENT THROUGH A CLAIM FOR SPECIFIC PERFORMANCE. THE DEVELOPER ACKNOWLEDGES THAT THE CITY IS A SEPARATE ENTITY FROM THE IDB, AND IN NO EVENT SHALL THE CITY BE RESPONSIBLE FOR THE PERFORMANCE OF ANY OBLIGATIONS OF THE IDB HEREUNDER OR LIABLE FOR ANY CLAIMS AGAINST THE IDB HEREUNDER.

Section 5.02. Indemnity. The Developer shall indemnify the IDB and the City and their successors and assigns, and every director, officer, employee, counsel and agent of the IDB (individually, an "Indemnitee") with respect to, and hold each Indemnitee harmless from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, the fees and disbursements of counsel for any Indemnitee in connection with any investigative, administrative or judicial proceeding,

whether or not such Indemnitee shall be designated a party thereto) which may be imposed on, incurred by, or asserted against such Indemnitee, in any way relating to or arising out of this Agreement (other than as a result of a breach hereof by the IDB), or the development of the Project or the submission of any certificate or report to the State by the IDB or the City in reliance on information provided by the Developer ("Indemnification Liabilities"). The Developer shall reimburse each Indemnitee on demand from time to time for all Indemnification Liabilities incurred by such Indemnitee. Each Indemnitee will promptly notify the Developer of the commencement of any proceeding involving it in respect of which indemnification may be sought pursuant to this Section. The obligations of the Developer under this Section 5.02 shall survive the termination of this Agreement.

Section 5.03. Assignment. The Developer may not assign or transfer this Agreement, or any interest of the Developer hereunder, without the prior written consent of IDB. Any such assignment shall not relieve the Developer of its liability for the performance of its duties and obligations hereunder unless IDB consents to such release. If Developer is a corporation, limited liability company, unincorporated association, or partnership, a transfer, assignment or hypothecation of any stock or interest in such corporation, company, association or partnership by any stockholder or partner so as to result in a change in the control thereof by the person, persons or entities owning a majority interest therein as of the date of this Agreement, shall be deemed to be an assignment of this Agreement. Any transfer of this Agreement from Developer by merger, consolidation, liquidation or otherwise by operation of law, including, but not limited to, an assignment for the benefit of creditors, shall be included in the term "assignment" for the purposes of this Agreement and shall be a violation of this Section. Notwithstanding, the Developer shall be permitted to assign and grant a security interest in its right to receive payments under this Agreement as security for a loan to finance or refinance the cost of the Project. In the event any assignment occurs in violation of this Section, neither the IDB nor the City shall be obligated to assign or otherwise pay any Annual Incentive Amount to any assignee unless otherwise agreed to by the IDB.

Section 5.04. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the parties hereto and the permitted successors and assigns of the parties. For purposes of this Agreement, Developer's heirs and/or estate shall be considered a permitted assignee and successor.

Section 5.05. Notices. Any notice, request, demand, tender or other communication under this Agreement shall be in writing, and shall be deemed to have been duly given at the time and on the date when personally delivered, or upon the Business Day (as defined below) following delivery to a nationally recognized commercial courier for next day delivery, to the address for each party set forth below, or upon the third (3rd) Business Day after being deposited in the United States Mail, Certified Mail, Return Receipt Requested, with all postage prepaid, to the address for each party set forth below.

If to the Developer to:

Danny Lance
4104 Ringgold Road
East Ridge, Tennessee 37412
Danny Lance <dannylance10@gmail.com>

If to the IDB to:

The Industrial Development Board for the City of East Ridge

1517 Tombras Avenue
East Ridge, Tennessee 37412
Attention: Chairman

Copy to:

East Ridge City Manager
1517 Tombras Avenue
East Ridge, Tennessee 37412

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of such communication. By giving prior notice to all other parties, any party may designate a different address for receiving notices.

Section 5.06. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee. Venue for any action arising out of this Agreement shall be exclusively in Hamilton County, Tennessee.

Section 5.07. Entire Agreement. This Agreement supersedes all prior discussions and agreements between the IDB and the Developer with respect all matters contained herein. This Agreement contains the sole and entire understanding between the IDB and the Developer with respect to the transactions contemplated by this Agreement.

Section 5.08. Amendment. This Agreement shall not be modified or amended in any respect except by written agreement executed by or on behalf of the parties to this Agreement in the same manner as this Agreement is executed.

Section 5.09. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 5.10. Captions. All captions, headings and section and paragraph numbers and letters and other reference numbers or letters are solely for the purpose of facilitating reference to this Agreement and shall not supplement, limit or otherwise vary in any respect the text of this Agreement. All references to particular sections, paragraphs or subparagraphs by number refer to the particular section, paragraph or subparagraph so numbered in this Agreement unless reference to another document or instrument is specifically made.

Section 5.11. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Agreement.

Section 5.12. Expenses. Each party shall promptly pay all of their own costs and expenses incurred in connection with the performance of their obligations under of this Agreement.

Section 5.13. Term. Unless terminated earlier as provided herein, this Agreement shall be effective as of the date hereof and shall remain in effect until the parties have performed all of their obligations hereunder or until terminated upon default or by mutual agreement of the parties and the City or their successors and assigns.

Section 5.14. No Government Limitation. This Agreement shall not be construed to bind any other agency or instrumentality of federal, state or local government in the enforcement of any regulation, code or law under its jurisdiction.

Section 5.15. Time of the Essence. Time shall be of the essence in the performance of the terms and conditions of this Agreement.

Section 5.16. Business Days. For purposes of this Agreement, "Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized to close under the laws of, or are in fact closed in, the State of Tennessee. If any date on which performance or notice is due under this Agreement is not a Business Day, performance or notice shall not be due until the next Business Day.

Section 5.17. Approvals by IDB. Any actions in furtherance of the IDB's approval or performance of this Agreement may be carried out by a duly authorized representative of the IDB and does not require the signature(s) of the entire board of directors of the IDB, unless specifically provided otherwise herein or by the IDB's bylaws or by applicable law.

Section 5.18. Approvals by City and Intended Beneficiary. This Agreement is subject to the approval of the East Ridge City Council. Additionally, it is understood by Developer that the City is an intended beneficiary of this Agreement and has the same rights and remedies provided in this Agreement, and may, independent of the IDB, seek to enforce such rights and remedies against the Developer to the extent the City may deem such enforcement necessary or advisable to protect its rights or the rights of the IDB hereunder.

Section 5.19. Payment Obligation Term. Subject to the conditions set forth in this Agreement, the term for the payment obligations as provided in Section 3.03 of this Agreement shall commence in accordance with this Agreement and continue until the Border Region District is dissolved in accordance with T.C.A. § 7-40-104(d) or upon the date on which the eligible cost of the Project have been fully paid, whichever occurs sooner.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

**THE INDUSTRIAL DEVELOPMENT BOARD OF
THE CITY OF EAST RIDGE, TENNESSEE**
A Tennessee Public Nonprofit Corporation

By: _____
Title: **Chairman**

STATE OF TENNESSEE:
COUNTY OF HAMILTON:

Before me, the undersigned authority duly authorized to take oaths and acknowledgements, personally appeared CASEY TUGGLE, to me known and known to me to be the Chairperson for the Industrial Development Board of the City of East Ridge, Tennessee, and he acknowledged executing the foregoing Development Agreement Relating to the Border Region Retail Tourism Development District under authority duly vested in him by said board as the free act and deed of said board for the purposes therein expressed.

WITNESS my hand and official seal this __ day of _____ 2023.

Notary Public
My Commission Expires: _____

TRUE LIFE CENTER, LLC

By: _____
Print Name: _____
Title: _____

STATE OF TENNESSEE:
COUNTY OF HAMILTON:

Before me, the undersigned authority duly authorized to take oaths and acknowledgements, personally appeared _____, to me known to be the President of True Life Center, LLC or properly represented to be upon submission of sufficient identification, and acknowledged executing the foregoing Development Agreement Relating to the Border Region Retail Tourism Development District as his free act and deed for the purposes therein expressed.

WITNESS my hand and official seal this __ day of _____ 2023.

Notary Public
My Commission Expires: _____

This Agreement has been approved and consented to by the East Ridge City Council on _____, 2023, pursuant to Resolution No. _____.

THE CITY OF EAST RIDGE, TENNESSEE,
a Tennessee Municipality

By: _____
Title: Mayor

STATE OF TENNESSEE:
COUNTY OF HAMILTON:

Before me, the undersigned authority duly authorized to take oaths and acknowledgements, personally appeared _____, to me known and known to me to be the Mayor for the City of East Ridge, Tennessee, and he acknowledged executing the foregoing Development Agreement Relating to the Border Region Retail Tourism Development District under authority duly vested in him by applicable law as the free act and deed of the City Council for the purposes therein expressed.

WITNESS my hand and official seal this __ day of _____ 2023.

Notary Public

My Commission Expires: _____

LOCAL COFFEE INVESTMENT

Purchase of Property	\$	650,000.00
Interest on Loan/1st 5 years*	\$	165,415.46
Interior Demolition	\$	2,930.00
Lumber / Materials	\$	43,187.25
Dry Wall	\$	7,442.00
HVAC	\$	24,370.46
Sprinkler System	\$	48,214.35
Fire/Water Line	\$	36,653.26
Electrical	\$	29,265.71
Plumbing	\$	16,273.73
Roofing	\$	2,329.20
Restaurant Equipment/Fixtures	\$	6,886.41
Contractor Fee	\$	10,000.00
Architectural Fee	\$	15,841.31
Permits	\$	1,156.00
Total Purchase & Renovation	\$	1,059,965.14

	A	B	C	D	E	F	G
1	LOCAL COFFEE BORDER REGION SALES TAXES						
2	Property Address	Tax ID Parcel	Border Region**	Average Annual Sales	Average Annual Border Region Sales Collected	Aggregate Border Region Sales Collected	
3	4104 Ringgold Road (1YR)	169H B 004	4.1250	\$ 156,121.20	\$6,440.00	\$6,440.00	
4	4104 Ringgold Road (10YR)		4.1250	\$ 164,245.81	\$6,775.14	\$67,751.40	
5	4104 Ringgold Road (15YR)		4.1250	\$ 172,934.17	\$7,133.53	\$107,003.02	
6	4104 Ringgold Road (20YR)		4.1250	\$ 182,230.27	\$7,517.00	\$150,339.98	
7	4104 Ringgold Road (24YR)		4.1250	\$ 190,136.64	\$7,843.14	\$188,235.27	
8							
9	** Education fund backed out of calculation						
10	DEVELOPER RETURN ON INVESTMENT 70-30 SPLIT						
11							
12							
13							
14		Border Region	\$131,764.69	12.43%			
15		Investment	\$1,059,965.14				

Border Region									
Percentage									
HOTEL	Fiscal Year	State Taxable Sales	(4.125%)	Aggregate	70-30 Split	70-30 Split	Aggregate		
1	2023/2024	\$ 150,000.00	\$ 6,187.50	\$ 6,187.50	\$ 4,331.25	\$ 4,331.25			
2	2024/2025	\$ 153,000.00	\$ 6,311.25	\$ 12,498.75	\$ 4,417.88	\$ 8,749.13			
3	2025/2026	\$ 156,060.00	\$ 6,437.48	\$ 18,936.23	\$ 4,506.23	\$ 13,255.36			
4	2026/2027	\$ 159,181.20	\$ 6,566.22	\$ 25,502.45	\$ 4,596.36	\$ 17,851.71			
5	2027/2028	\$ 162,364.82	\$ 6,697.55	\$ 32,200.00	\$ 4,688.28	\$ 22,540.00			
6	2028/2029	\$ 165,612.12	\$ 6,831.50	\$ 39,031.50	\$ 4,782.05	\$ 27,322.05			
7	2029/2030	\$ 168,924.36	\$ 6,968.13	\$ 45,999.63	\$ 4,877.69	\$ 32,199.74			
8	2030/2031	\$ 172,302.85	\$ 7,107.49	\$ 53,107.12	\$ 4,975.24	\$ 37,174.98			
9	2031/2032	\$ 175,748.91	\$ 7,249.64	\$ 60,356.76	\$ 5,074.75	\$ 42,249.73			
10	2032/2033	\$ 179,263.89	\$ 7,394.64	\$ 67,751.40	\$ 5,176.24	\$ 47,425.98			
11	2033/2034	\$ 182,849.16	\$ 7,542.53	\$ 75,293.93	\$ 5,279.77	\$ 52,705.75			
12	2034/2035	\$ 186,506.15	\$ 7,693.38	\$ 82,987.31	\$ 5,385.36	\$ 58,091.11			
13	2035/2036	\$ 190,236.27	\$ 7,847.25	\$ 90,834.55	\$ 5,493.07	\$ 63,584.19			
14	2036/2037	\$ 194,040.99	\$ 8,004.19	\$ 98,838.74	\$ 5,602.93	\$ 69,187.12			
15	2037/2038	\$ 197,921.81	\$ 8,164.27	\$ 107,003.02	\$ 5,714.99	\$ 74,902.11			
16	2038/2039	\$ 201,880.25	\$ 8,327.56	\$ 115,330.58	\$ 5,829.29	\$ 80,731.40			
17	2039/2040	\$ 205,917.86	\$ 8,494.11	\$ 123,824.69	\$ 5,945.88	\$ 86,677.28			
18	2040/2041	\$ 210,036.21	\$ 8,663.99	\$ 132,488.68	\$ 6,064.80	\$ 92,742.08			
19	2041/2042	\$ 214,236.94	\$ 8,837.27	\$ 141,325.96	\$ 6,186.09	\$ 98,928.17			
20	2042/2043	\$ 218,521.68	\$ 9,014.02	\$ 150,339.98	\$ 6,309.81	\$ 105,237.98			
21	2043/2044	\$ 222,892.11	\$ 9,194.30	\$ 159,534.28	\$ 6,436.01	\$ 111,673.99			
22	2044/2045	\$ 227,349.95	\$ 9,378.19	\$ 168,912.46	\$ 6,564.73	\$ 118,238.72			
23	2045/2046	\$ 231,896.95	\$ 9,565.75	\$ 178,478.21	\$ 6,696.02	\$ 124,934.75			
24	2046/2047	\$ 236,534.89	\$ 9,757.06	\$ 188,235.27	\$ 6,829.94	\$ 131,764.69			
Total				\$ 188,235.27	\$ 131,764.69	\$ 131,764.69			

RESOLUTION NO. 3354

**AGENDA MEMORANDUM
CITY MANAGER EMPLOYMENT AGREEMENT**

January 26, 2023

Submitted By:



J. Scott Miller, Interim City Manager

SUBJECT:

At the Special City Council meeting of November 14, 2022, I accepted the position of Interim City Manager for the City of East Ridge offered to me by the City Council. I started work on Wednesday, November 16th. Since that time, I have come to realize that I truly missed governmental work; specifically, working for the City of East Ridge. I am thoroughly enjoying myself managing and overseeing the operations of the City, and moving forward the numerous capital projects. In conclusion, I am interested in the permanent position of City Manager.

Attached hereto please find an employment agreement between the City of East Ridge and myself. Said document is the same one that I had with the City back in 2016-2018; except for the following items, as follows:

- Compensation has been set at what I am being paid at present (rounded up).
- The retirement section has been eliminated.
- The automobile section has been revised to reflect a car allowance instead of the City providing me a vehicle. Same wording as was in Dorsey's contract and same monthly amount.
- The life insurance section has been eliminated.
- The termination and Severance Pay section has been eliminated.
- Section 13, Other Benefits, was added. Same wording as was in Dorsey's contract.
- Section 15, Performance Evaluation, was added. Same wording as was in Dorsey's contract.

The term of the agreement is for a period of one (1) year and it may be renewed and negotiated by and between the City and myself. Attached hereto is a Resolution for your consideration for approval.

Attachments

JSM/

RESOLUTION NO. 3354

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EAST RIDGE, TENNESSEE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR SERVICES FOR J. SCOTT MILLER TO BECOME CITY MANAGER OF THE CITY OF EAST RIDGE

WHEREAS, the City of East Ridge, Tennessee is desirous of hiring J. Scott Miller to be the City Manager of East Ridge, said hiring to be in all things pursuant to, and in conformity with, the terms and conditions of the Charter of the City of East Ridge; and

WHEREAS, J. Scott Miller is desirous of becoming the City Manager for the City of East Ridge, Tennessee; and

WHEREAS, the attached contract sets out the duties and obligations of all parties involved;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EAST RIDGE that the Mayor is hereby authorized to execute the attached contract with J. Scott Miller to become City Manager for the City of East Ridge, Tennessee, effective as of _____, pursuant to the terms of the Contract.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately after its passage, the public welfare of the City requiring it.

Adopted this _____ day of _____ 2023

Brian W. Williams, Mayor

Attest:

J. Scott Miller, Interim City Manager

Approved as to Form:

Mark W. Litchford, City Attorney

EMPLOYMENT
AGREEMENT

This Employment Agreement entered into this 26th day of January 2023, and effective as of January 26, 2023, by and between the City of East Ridge, Tennessee ("East Ridge") and J. Scott Miller ("Miller").

WITNESSETH:

WHEREAS, East Ridge is desirous of retaining Miller as the City Manager for East Ridge, in accordance with the terms and conditions of the Charter and this Employment Agreement (the "Agreement"); and

WHEREAS, Miller is desirous of continuing his employment as the City Manager for East Ridge; and

WHEREAS, it is necessary and desirable for the parties to memorialize the terms and conditions of such employment in this Agreement, as set forth herein; and

WHEREAS, it is the desire of the City Council (1) to retain Miller and to provide inducement for him to remain in such employment, (2) to make possible full work productivity by assuring his morale and peace of mind with respect to future job security, (3) to act as a deterrent against malfeasance or dishonesty for personal gain on the part of Miller, and (4) to provide a just means for terminating his services at such time as he may be unable to fully discharge his duties due to age or disability, or when the City Council may desire to otherwise terminate his employment.

NOW, THEREFORE, in consideration of the premises above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. **CHARTER**. All agreements between the parties hereto, as particularly enunciated herein, are subject to the Charter of East Ridge, and, if there is a conflict between

the terms of this Agreement and the Charter of East Ridge, the terms of the Charter of East Ridge shall control, and the parties specifically agree that, if such conflict arises, it shall not operate to void this entire Agreement, but only those provisions of the Agreement in conflict with the Charter.

2. EMPLOYMENT. East Ridge hereby re-appoints Miller as the City Manager of East Ridge, and Miller hereby accepts and agrees to such appointment, subject to the general supervision, and pursuant to the orders, advice, and direction of the City Council of East Ridge, consistent with the Charter of East Ridge;

3. DUTIES. Miller shall perform those duties of the City Manager which are set forth in the Charter of East Ridge, and shall also perform such other duties as are customarily performed by one holding such position in other cities, and shall also additionally render such other services and duties as may be assigned to Miller from time to time by the City Council of East Ridge, pursuant to the Charter of East Ridge;

4. RESIDENCY. In accordance with the Charter of East Ridge, Miller shall maintain his permanent residency within the corporate limits of East Ridge, during the time he is employed as the City Manager.

5. FULL TIME POSITION. Miller agrees that he will at all times faithfully, industriously and to the best of his ability, experience, and talents, perform all of the duties that may be required of and from him pursuant to the express and implicit terms of this Agreement, to the reasonable satisfaction of the City Council of East Ridge. Miller shall devote his full time and energies to being City Manager and shall not otherwise be employed elsewhere.

6. TERM OF AGREEMENT. The term of this Employment Agreement shall begin on January 26, 2023 and shall run for one (1) year thereafter and may be renewed and negotiated by and between the City and Miller.

7. COMPENSATION. East Ridge shall pay Miller a base salary of One Hundred and Twenty-Seven Thousand Dollars (\$127,000.00) per year as City Manager of East Ridge, which shall be payable in equal installments throughout the year, at the same time as all other employees of East Ridge are paid.

8. AUTOMOBILE. Miller shall not utilize a take home vehicle. The Employer agrees to pay to Miller, during the term of this Agreement a monthly allowance of \$450.00 (paid monthly) as a vehicle allowance. The allowance is for the purpose of securing adequate dependable transportation and the associated costs thereof for automobile requirements. A valid driver's license must be in Miller's possession at all times while Miller is the City Manager. Miller shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle. Proof of insurance shall be made by Miller to the City. In the event that Miller is involved in an accident while using his personal vehicle for authorized travel in conducting City business, Miller's personal insurance carrier shall respond to defend Miller as primary insurance and Miller shall be responsible for all deductible costs for personal insurance coverage. For purposes of this Section, use of the car within the greater Chattanooga area is defined as travel to locations within a 50-mile radius of East Ridge City Hall. As any travel beyond the 50 mile radius constitutes business travel beyond the greater Chattanooga area, any business related travel shall fall under the purview of the City of East Ridge travel policy and Miller may elect to use either a City vehicle or his personal auto subject to the travel policy.

9. HEALTH INSURANCE. East Ridge shall pay Miller's Medicare supplement and prescription costs, which amounts currently total \$277.05 per month, in addition to dental and optical coverage provided by the City of Leavenworth, Kansas (\$600.00 per year).

10. PROFESSIONAL DEVELOPMENT.

(a) East Ridge shall pay expenses for professional and official travel to meetings and occasions appropriate to continue the professional development of the City Manager, however, all such travel will depend on City funds available for such endeavors, and the City Manager shall, prior to any travel, apprise the Council of the desired travel, and shall not register for such travel unless and until the Council approves such travel. East Ridge shall pay all International City Manager Association ("ICMA") and Tennessee City Manager Association ("TCMA") annual dues. The cost and time spent by Miller for travel related to non-city business shall be borne by Miller and credited against his vacation and/or sick leave.

(b) East Ridge shall pay all dues associated with Miller's membership in local civic organizations located in East Ridge.

11. GENERAL EXPENSES. The Council recognizes that certain expenses of a non-personal and job-related nature are incurred by the City Manager, and hereby agrees to reimburse or pay said reasonable, general expenses. The Finance Director is hereby authorized to disburse such monies, upon receipt of duly executed expenses or petty cash vouchers, receipts, statements, or personal affidavits.

12. VACATION, SICK LEAVE. Miller shall receive three (3) weeks (120 hours) of paid vacation per year during the term of this Agreement and shall receive two (2) weeks (80 hours) of sick leave per year during the term of this Agreement. Such vacation and sick leave shall not be accumulated.

13. OTHER BENEFITS. East Ridge agrees to provide and Miller shall be entitled to at least the same level of benefits provided to other employees in the City of East Ridge, excluding those for health, retirement, disability, and life insurance.

14. INDEMNIFICATION. East Ridge shall defend, save harmless and indemnify Miller against any tort, except for willful or intentional conduct, professional

liability claims or demands or other legal action, arising out of the alleged acts or omissions occurring in the performance of Miller's duties as City Manager. East Ridge may compromise and settle any claim or suit and shall pay the amount of any settlement or judgment rendered thereto, however, East Ridge may seek indemnification for losses resulting to the City caused by any willful or intentional conduct on the part of Miller.

15. PERFORMANCE EVALUATION. The City Council may (but is not required to) review the performance of the City Manager subject to a process, form, criteria, and format for the evaluation mutually agreed upon by East Ridge and Miller. Nothing in this section shall be construed as limiting East Ridge's authority to conduct an evaluation of Miller's performance at any time deemed appropriate by majority vote of the Council.

16. GENERAL PROVISIONS.

a. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

b. The terms of this Agreement shall be construed under the laws of the State of Tennessee

c. This Agreement represents the entire agreement between the parties, and any modification hereto shall be in writing signed by all parties.

d. No party shall assign any portion of this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written.

City of East Ridge, Tennessee

By: _____
Brian W. Williams, Mayor

Attest:

Janet Middleton, City Recorder

J. Scott Miller

Approved as to Form:

Mark W. Litchford, City Attorney



**323 Camp Jordan Parkway
East Ridge, TN 37412
(423) 490-0078**

MEMORANDUM

TO: Mayor and Council
City Manager

FROM: Shawwna Skiles, Parks and Recreation Director

SUBJECT: Renewal of Concession and Refreshment Services

DATE: January 17, 2023

The City of East Ridge Parks and Recreation Department in reference to the “Concession Agreement” between The City of East Ridge and Randy Carpenter d/b/a Family Concessions, LLC dated July 2020-June 2023, the term of which is about to end on June 30th, 2023.

As per the terms in the agreement listed 2. **Term**. Subject to the terms of this Agreement, the Term of this agreement shall be for a period of three (3) years, commencing on the 1st day of July 2020, and continuing through the 30th day of June 2023. The City of East Ridge will have the option to renew the contract for one (1) additional year after the third year and, if approved, will have the option to renew the contract for one (1) additional year after the fourth (4th) year. The agreement shall not be extended past five (5) years. This Agreement shall not automatically renew.

East Ridge Parks and Rec would like to renew this contract for July 2023-June 2024.

Commission Proposal

FY: 2023-2024

Family Concessions, LLC

25%

Staff recommends renewing Family Concessions, LLC to provide concessions and refreshment services for the East Ridge Parks and Recreation Department July 2023-June 2024.



City of East Ridge

1517 Tombras Avenue
East Ridge, Tennessee 37412
(423)867-7711 • www.eastridgetn.gov

Cameron McAllister
Development Administrator

MEMO

TO: Mayor Brian Williams and Council; Interim City Manager J. Scott Miller

FROM: Cameron McAllister, Development Administrator

DATE: January 24, 2023

RE: Local Parks & Recreation Funding FY23

The Economic & Community Development department is asking for the approval from the Mayor and Council to submit an “Intent to Apply” letter to the Tennessee Department of Environment and Conservation for the LPRF Grant FY23. This grant will be utilized to renovate, update, and redevelopment East Ridge Community Center. The maximum award amount is \$2 million with a 50/50 match.